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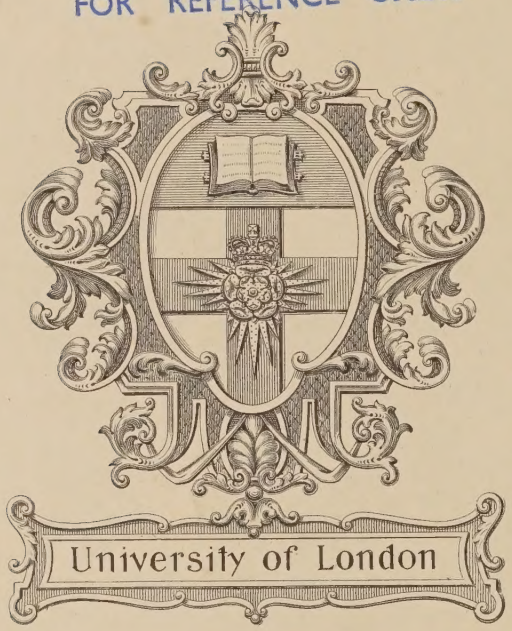

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PAPERS

RELATIVE TO

THE ARBITRATION

OF

HIS MAJESTY THE KING OF PRUSSIA

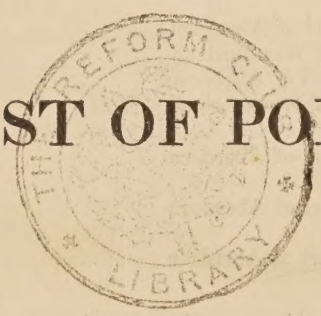
ON THE

CLAIMS OF HER MAJESTY'S SUBJECTS

ARISING OUT OF

THE MEASURES ADOPTED BY THE FRENCH GOVERNMENT IN THE YEARS 1834 AND 1835,

ON



THE COAST OF PORTENDIC.

Presented to the House of Commons by Command of Her Majesty.
1845.

LONDON:
PRINTED BY T. R. HARRISON.

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No. 1.

The Earl of Aberdeen to the Earl of Westmorland.

My Lord, *Foreign Office, November* 25, 1842.

A DIFFERENCE of opinion having arisen between the Governments of Great Britain and France, with respect to certain claims upon the Government of France on the part of British merchants engaged in the gum trade on the coast of Portendic, in consequence of the measures adopted by the French Government on that coast, in the years 1834 and 1835, during the war in which it was engaged with the Trazar Moors, and no understanding having been come to thereupon; it has been agreed between the two Governments, by a declaration signed at Paris on the 14th instant, of which a copy is transmitted herewith, to have recourse to the arbitration of a friendly Power; and the two Governments relying upon the well-known justice, wisdom, and impartiality of the King of Prussia, have further agreed to place this matter in His Prussian Majesty's hands.

I have accordingly to instruct your Lordship to proceed in concert with M. Bresson, the French Minister at the Court of Berlin, who will receive the necessary instructions to that effect, to make the official invitation to His Prussian Majesty, in the form of which a copy is inclosed for your Lordship's guidance.

I am, &c.,
(Signed) ABERDEEN.

Inclosure in No. 1.

Draft of a Note to be delivered to the Prussian Minister for Foreign Affairs by the Representatives of Her Majesty and the King of the French.

A DIFFERENCE of opinion having arisen between Her Britannic Majesty and the King of the French, relative to certain claims upon the Government of France on the part of British merchants engaged in the gum trade on the coast of Portendic, in consequence of measures adopted by the French Government on that coast, in the years 1834 and 1835, during the war in which it was engaged with the Trazar Moors, their Majesties the Queen of Great Great Britain and the King of the French, have consented by a declaration

signed at Paris on the 14th instant, of which a copy is annexed, to refer that difference to the decision of a friendly Power.

Their Majesties reposing entire confidence in the spirit of justice and impartiality which distinguish His Majesty the King of Prussia,—the mutual friend of the two States,—have agreed, in pursuance of the said declaration, to address themselves to His Majesty ; and in the event of His Majesty being willing to afford his good offices as arbitrator on this occasion, they have mutually engaged to consider the decision of His Majesty as final and conclusive on all the points in dispute.

With this view, the Undersigned has received the orders of his Court to communicate to His Majesty the King of Prussia, the agreement which has thus been made on the part of the Queen his august Sovereign, and to express Her Majesty's earnest desire, that His Prussian Majesty will be pleased to take upon himself the office of arbitrator of the differences which the Undersigned is in that case directed to submit, in conjunction with the Minister of France, to the decision of His Majesty.

The Undersigned has the honour to request his Excellency M. to lay this communication before His Majesty the King of Prussia, and to be pleased to make known to the Undersigned, His Majesty's determination with regard to his acceptance of the desired arbitration.

The Undersigned, &c.

No. 2.

The Earl of Westmorland to the Earl of Aberdeen.—(*Received December* 20.)

My Lord, *Berlin, December* 14, 1842.

I HAVE the honour to inclose herewith to your Lordship, the copy of a note which I have this evening received from Baron Bülow, announcing to me the King of Prussia's acceptation of the arbitration proposed to His Majesty by Her Majesty's Government, in conjunction with the French Cabinet, of the difference between Great Britain and France, arising out of the measures adopted by the French Government, in the years 1834 and 1835, on the coast of Portendic.

I have, &c.,
(Signed) WESTMORLAND.

Inclosure in No. 2.

Baron Bülow to the Earl of Westmorland.

Berlin, le 13 *Décembre*, 1842.

LE Soussigné a eu l'honneur de recevoir la note que M. le Comte de Westmorland, Envoyé Extraordinaire et Ministre Plénipotentiaire de Sa Majesté Britannique, a bien voulu lui adresser sous la date du 6 de ce mois, pour l'informer que par une déclaration signée à Paris le 14 Novembre dernier, leurs Majestés la Reine de la Grande Bretagne et le Roi des Français sont convenues de soumettre à l'arbitrage de Sa Majesté le Roi de Prusse, le différend qui s'est élevé entre leurs dites Majestés, au sujet de certaines réclamations formées par des sujets de Sa Majesté Britannique contre le Gouvernement Français par suite des mesures adoptées par les autorités Françaises, en 1834 et 1835, sur la côte de Portendic, pendant la guerre qu'elles avaient à soutenir contre les Maures Trarzas.

Conformément au vœu exprimé par M. le Comte de Westmorland, le Soussigné s'est fait un devoir de placer cette communication sous les yeux du

Roi son auguste Maître, et de prier Sa Majesté de lui faire connaître sa détermination par rapport à l'acceptation de l'arbitrage que les deux Cours désirent remettre entre ses mains.

En conséquence, et d'ordre du Roi, le Soussigné s'empresse d'avoir l'honneur d'annoncer à M. le Comte de Westmorland, que Sa Majesté apprécie pleinement la confiance et les sentimens d'amitié qui ont porté leurs Majestés la Reine de la Grande Bretagne et le Roi des Français à recourir à elle pour la solution du différend dont il s'agit, et que pour témoigner à ces augustes Souverains qu'elle est animée pour eux des mêmes sentimens, Sa Majesté consent à se prononcer comme arbitre sur la question que, d'après la déclaration susmentionnée, leurs dites Majestés se proposent de soumettre à sa décision.

En priant M. le Comte de Westmorland de porter cette détermination du Roi à la connaissance de sa Cour, le Soussigné, &c.,

(Signé) BULOW.

(Translation.)

Berlin, December 13, 1842.

THE Undersigned has had the honour to receive the note which the Earl of Westmorland, Envoy Extraordinary and Minister Plenipotentiary of Her Britannic Majesty, addressed to him on the 6th of this month, informing him that by a declaration signed at Paris on the 14th of November last, their Majesties the Queen of Great Britain and the King of the French, had agreed to submit to the arbitration of His Majesty the King of Prussia, the differences which have arisen between their said Majesties, respecting certain claims made by subjects of Her Britannic Majesty on the French Government, in consequence of the measures adopted by the French authorities, in 1834 and 1835, on the coast of Portendic, during the war which they had to sustain with the Trazar Moors.

Agreeably to the wish expressed by the Earl of Westmorland, the Undersigned has made it his duty to lay this communication before the King his august master, and to request His Majesty to make known to him his determination with regard to the acceptance of the arbitration which the two Courts desire to place in his hands.

In consequence, and by command of the King, the Undersigned hastens to have the honour to announce to the Earl of Westmorland, that His Majesty fully appreciates the confidence and the feelings of friendship which have led their Majesties the Queen of Great Britain and the King of the French, to have recourse to him for the settlement of the differences which are in question, and that to testify to those august Sovereigns that he feels animated by the same sentiments towards them, His Majesty agrees to decide as arbiter on the question which, according to the above-mentioned declaration, their said Majesties propose to submit to his decision.

In requesting the Earl of Westmorland to make this determination of the King known to his Court, the Undersigned, &c.,

(Signed) BULOW.

No. 3.

The Earl of Aberdeen to the Earl of Westmorland.

My Lord, *Foreign Office, April* 4, 1843.

WITH reference to your Lordship's despatch of the 14th of December last, inclosing a copy of a note which you had received from Baron Bülow, announcing the King of Prussia's acceptance of the office of Arbiter of the differences between Great Britain and France, arising out of the measures adopted by the French Government in the years 1834 and 1835, on the coast of Portendic, I herewith transmit to your Lordship the accompanying documents, containing the statement of the case on the part of Her Majesty's Government, which has been prepared for the purpose of being laid before the Royal Arbiter.

Your Lordship will deliver this statement to the Prussian Secretary of State, accompanied by a note, in which you will express to his Excellency the sense of obligation which Her Majesty entertains at the readiness with which His Prussian Majesty has been pleased to comply with the joint desire of Her Majesty and the King of the French, that His Majesty would take upon himself the office of Arbiter on this occasion.

You will at the same time point out to the Prussian Secretary of State, that as it is the object of the British Government to place as many papers as possible, unreservedly, at the disposition of the Arbiter, all the documents that have been judged of any importance as elucidating the nature of the Portendic affair, or the course that have been pursued respecting it, have been collected for that purpose, and will be found in the statement now forwarded to your Lordship. These documents being necessarily numerous, it has been deemed advisable to class them under different divisions, bearing reference to particular subjects or epochs of the discussion.

It has also been considered advisable to place them in the hands of the Arbiter in a printed form, as the most convenient for reference.

By a despatch which I received yesterday from Paris, I learn that the statement on the part of France has recently been forwarded to Berlin. You will therefore, on the receipt of this despatch, concert with your French colleague, Count Bresson, in order that the two statements may be delivercd simultaneously to the Prussian Secretary of State.

I am, &c.,
(Signed) ABERDEEN.

Inclosure in No. 3.

STATEMENT

On the part of Her Britannic Majesty relative to the claims of Her Majesty's subjects on the Government of France, arising out of the measures adopted by that Government in the years 1834 and 1835, on the coast of Portendic.

Foreign Office, April 4, 1843.

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PORTENDIC CLAIMS.

PREFATORY ABSTRACT.

PORTENDIC was ceded by Great Britain to France by the Treaty of the 3rd of September, 1783, under the following terms and with the following provisos :—

"Article IX. The King of Great Britain cedes in full right, and guarantees to His Most Christian Majesty, the River Senegal and its dependencies, with the Forts of St. Louis, Podor, Galam, Arguin, and Portendic; and His Britannic Majesty restores to France the Island of Goree, which shall be delivered up in the condition it was in when the conquest of it was made."

"Article XI. For preventing all discussion in that part of the world, the two High Contracting Parties shall, within three months after the exchange of the ratifications of the present Treaty, name Commissaries, who shall be charged with the settling and fixing of the boundaries of the respective possessions. As to the gum trade, the English shall have the liberty of carrying it on from the mouth of the River St. John to the bay and fort of Portendic inclusively, provided that they shall not form any permanent settlement, of what nature soever, in the said River St. John, upon the coast, or in the Bay of Portendic.

"Article XII. As to the residue of the coast of Africa, the English and French subjects shall continue to resort thereto, according to the usage which has hitherto prevailed."

The Treaty of Peace between Great Britain and France, of the 30th of May, 1814, declares as follows :—

"Article VIII. His Britannic Majesty, stipulating for himself and his allies, engages to restore to His Most Christian Majesty, within the term which shall be hereafter fixed, the colonies, fisheries, factories, and establishments of every kind, which were possessed by France on the 1st of January, 1792, in the seas and on the continents of America, Africa, and Asia," &c.

It may be a question, as Portendic is neither colony, fishery, factory, nor establishment, whether it was then ceded to France, or still is under the sovereignty of England; but the French, at all events, have always claimed to hold it under the Treaty of 1783.

In the latter end of 1833, a war took place between the French at Senegal and two tribes of the native population, viz.: the Moorish tribe of the Trazars, inhabiting the right bank of the Senegal River, and possessing one of the three large gum forests called Sahel, and the Negro tribe of the Walos, inhabiting the left bank of the Senegal. The cause of this war was a marriage between the King of the Trarzas and a niece of the King of the Walos; for, as the issue of this marriage, according to the law of these people, would inherit both the Trazar and Walo dominions, the right and left bank of the River Senegal seemed likely to be united under one Sovereign; the French, therefore, considering such an union hostile to their own views, took up arms for the purpose of changing the law of succession, and soon succeeded in subduing the Walos, but remained in a state of hostility with the Trarzas at the commencement of the year 1834.

Thus we see that the French, claiming possession of Portendic and the adjoining coast, under the Treaty of 1783, which gives the right of trading at Portendic to the English, had, in 1834, engaged in a war of their own choice and waged for their own purposes, with the Trazar Moors, inhabiting the right bank of the Senegal, and distant* about 100 miles from the coast and bay of Portendic.

The British at this time were recommencing the gum trade at Portendic, which had for some time past been suspended, and which a variety of documents, to be found in the Appendix†, will show that it had been the constant object of the French at Senegal, notwithstanding the Treaty of 1783, to prevent. Under these circumstances, His Majesty's Government received information from the African settlements belonging to the British Crown, that the French at Senegal were resolved to take some new and immediate step to check that trade, as interfering with their own monopoly, and that even the war with the Trazar Moors might be seized upon as a pretext to effect this object. A blockade of the coast was spoken of, as a course which, if rumour was to be believed, might be adopted. His Majesty's Government, anxious to lose no time in making known to the French Government its views on such a matter, immediately instructed His Majesty's Ambassador at Paris, to inquire if any such intention as to a blockade existed; and Lord Granville replied‡, that he had been assured by Admiral de Rigny, (the Minister of Marine and Colonies, with whom such a measure would have originated,) that there was not the slightest idea of adopting the proceeding in question. His Majesty's Government, therefore, concluded that the report was altogether unfounded, and encouraged British subjects to continue the commerce which they were entitled by treaty to enjoy, and which it was confidently believed would remain uninterrupted.

Intelligence, however, arrived about this period, which in some degree confirmed the accounts above alluded to. Two British merchant-vessels, the "Governor Temple" and the "Industry," had (in the month of July, 1834) been captured at Portendic, on the singular plea that the Treaty of 1783 gave the English a right to trade *under sail only*, the trading at anchor being construed into making "a permanent settlement." These vessels were captured, one after the other, by the same French officer, and on the same pretext; and although released on being carried to the French colonies, were thus prevented, partly by the lateness of the season, and partly by the dispersion of the Moors, from profiting, as they would otherwise have done, by their voyage§.

No sooner had the information of their proceedings reached His Majesty's Government, than they strongly remonstrated against the conduct of the French authorities; and although the unjustifiable act which has been narrated, was in some degree palliated by Admiral de Rigny (then Minister of Foreign Affairs), that Minister promised that nothing similar should again occur; nor was any further attempt made to place so strange a construction on the Treaty of 1783, or to seize British vessels, without even the forms of justice.

But while the method of proceeding was changed, the object in view did not seem to be abandoned; for in spite of the assurance that His Majesty's Ambassador had received, that no blockade was intended, and without any subsequent notification of either an intended or an actual blockade having been made to the British Government, a blockade at Portendic was now, contrary to that assurance, declared by the Governor

* M. Durand, who, in 1802, published at Paris a work relative to Senegal and the Gum Forests, after stating that these forests are about 100 miles from the coasts, says they are about an equal distance from Senegal; that is, at a distance of about forty leagues, each forest beng distant from the other about ten leagues.

† See the Governor of Bathurst's communication (page 1, Division II), the various letters and inclosures of the claimants, and the note of the British Commissioners (page 14, Division VI).

‡ January 31, 1834 (page 1, Division I).

§ *Remark.* It is worthy of remark, that though the French officer in question was aware that the first vessel he had seized had been released on being carried to Senegal, he still returned and took the other to Goree, making it thus evident that his object was to prevent the English from carrying on their trade for that year, and even in spite of the information he must have received at St. Louis, that he had no real right to prevent it.

of Senegal, who stated that he acted by the orders of his Government at home*; and thus, all those British vessels which had been encouraged to proceed to Portendic, in virtue of the declaration on which the British Government had relied, were deprived of the trade they had anticipated, and incurred great and serious losses, some of which were greatly aggravated by the circumstances under which they took place.

The "Eliza†" is peculiarly a case of this description, for this vessel having already bartered its merchandize for gum, which was actually lying on the shore, and immediately about to be shipped, was driven away by a French vessel, which, arriving on the 14th February, *in the morning*, announced that the blockade was to commence *within five minutes after midnight*, making no allowance for the declaration of the captain of the "Eliza," that his vessel was unfit for sea, nor affording any opportunity for carrying on board the cargo which was ready to be embarked; and this, although it was perfectly clear, from the papers of that vessel, that she could never have even heard that a blockade was contemplated previous to its being established at this brief notice, and enforced in this illegal manner.

The various other cases connected with the blockade will be found fully detailed in the Appendix‡.

His Majesty's Government, on receiving the Governor of Senegal's proclamation, which, even in its terms, was unusual and illegal§, addressed itself immediately to that of France, requiring that the said blockade should be raised forthwith, and stating that its claims for indemnity, with respect to the various injuries which had been or might be inflicted on British merchants, would be increased by delay.

Some correspondence between the two Governments now took place, the French Government justifying the blockade, and the British Government protesting against it; but it was finally arranged that a right of search for arms should be substituted in lieu thereof for the moment, and that, subsequently, the merits of the case should undergo a friendly and more complete investigation between the two Governments.

The war between the Trazars and the French, however, was at this moment declared to be at an end, and the blockade was in consequence raised ‖; although not before the British commerce at Portendic had been so completely annihilated, that it has never since been renewed; and, indeed, it is clear that the Moors, knowing that the French are inimical to their trade with the British, and seeing British vessels violently driven from their coast, must naturally have concluded that any attempt to trade with the British nation would but expose them uselessly to a powerful enemy, against whom they would receive no protection.

The British Government now laid before the Government of France the claims to which the events that we have been describing had given rise, and a long correspondence, from December 9, 1836, to August 24, 1838¶, took place between the two Governments, ending by a refusal on the part of France to render to Great Britain that justice which she demanded on behalf of her aggrieved and plundered merchants.

The French Ministry shortly afterwards underwent a change, and Marshal Soult, soon after his accession to office, entered upon the subject in question, in a friendly and conciliatory manner, and agreed to the appointment of a Mixed Commission**, which was to consider the various circumstances under which the claims were made, and to endeavour to arrive at some amicable adjustment of them.

At the opening of the Commission, the British Commissioners proposed to take up, one by one††, the different points in dispute, approaching, first, those on which the least difference of opinion could exist, so, as at all events,

* See Proclamation of Governor (page 2, Division II), and note of British Commissioners, October 4, (page 14, Division VI.)

† See protest of the master of the "Eliza," (Appendix, page 6, Division III,) and note of the British Commissioners, October 4 (page 14, Division VI).

‡ See the note of the British Commissioners, October 4 (page 14, Division VI).

§ Lord Palmerston, May 19 (page 7, Division II).

‖ Earl Granville, October 26 (page 27, Division II).

¶ Divisions III and IV.

** In Mr. Bulwer's letter, August 31, 1839 (page 1, Division V).

†† See note of British Commissioners, dated July 30, delivered August 12, 1841 (page 5, Division VI.

to narrow the circle of debate, avoiding, at the same time, as far as it was possible, such grounds as involved any question of national right between the two countries. In this manner they had proceeded with respect to the vessels "Governor Temple" and "Industry," when the amount of the claims founded on these two cases coming under discussion, it was thought better that one the Commissioners, Mr. Rothery, should return to London and examine the various items of the different claimants' demands, with a view to effect such a reduction thereon as might give a better chance of settlement; since it was not the wish or intention of Her Majesty's Government to demand more in the way of indemnification than her aggrieved subjects were fairly entitled to claim.

Mr. Rothery accordingly went to London, and during his absence, the Treaty of July, 1840, having been concluded, and having for a time disturbed the relations between France and England, it was judged inexpedient under such circumstances to return to a subject which had been taken up with friendly feelings and intentions on both sides; the Commission therefore did not meet again until August, 1841.

The written communications which were at this time exchanged between the Commissioners, explain clearly the course of their proceedings in the previous year, and set forth fully the contending arguments of the two Parties. The note of October 4, 1841, sent in by the British to the French Commissioners, embraces the whole case, and, as such, is particularly recommended to the attention of the Arbiter*.

It will be seen that that document ends by an offer, should the differences of opinion then existing not be found susceptible of settlement by the Commission, to refer one portion of the question in dispute to the arbitration of a third party, indemnity being granted with respect to the other portion.

At this period, from various causes, on which it is unnecessary to dwell, some delay occurred in the prosecution of the Portendic affair: but in March, 1842, the Commissioners met again and resumed their discussions. But as, after many unavailing attempts at adjustment, it was found impossible to arrive at any satisfactory conclusion, Her Majesty's Government determined again to propose a resort to the settlement of the matter by arbitration.†

It is to be regretted that a considerable delay still took place before this course was finally agreed to and adopted; but it will be seen by the correspondence in the Appendix‡, that this delay is in no wise attributable to the Government of Great Britain or its agents. At last it was resolved that the whole question, instead of a portion of it, as had been originally proposed, should be submitted, as far as the settlement of the claimants' demands were concerned, to the friendly decision of His Majesty the King of Prussia§; and a document by which it was mutually agreed to solicit His Majesty to undertake this friendly office, was signed by his Excellency Lord Cowley and M. Guizot, on the 14th of November, 1842.

By this document‖ it will appear, that His Majesty the King of Prussia, who has since been graciously pleased to accept** the mark of confidence and respect that Great Britain and France were anxious to offer to him, has it fully in his power to pronounce upon the indemnity which may be awarded to the British claimants in respect to their various demands, taking all the circumstances connected with those demands into his consideration; but that, at the same time, His Majesty's decision is not to be taken as determining any of the national questions of right of sovereignty or maritime jurisprudence brought forward by either Great Britain or France in the course of their discussions.

The first class of British claims is that which relates to the seizures, prior to the blockade, of the "Governor Temple" and the "Industry,"

* See Division VI.
† See letter of British Commissioners, July 4 (page 10, Division VII).
‡ See Division VII.
§ See Lord Aberdeen's letter, July 15 (page 12, Division VII).
‖ See Lord Cowley's letter, November 14 (page 24, Division VII).
** See Earl of Westmorland, December 14 (page 28, Division VII).

with which will also be found connected another claim, relative to the "Matchless."

The British Government maintain that the vessels "Governor Temple" and "Industry" were seized without a shadow of justice; the forced construction put by the French on the Treaty of 1783 as a mere permission to trade under sail, being manifestly untenable, and the accusation with respect to arms being wholly unproved and unfounded*.

The second class of claims may be comprised in one case, viz., that of the "Eliza."

The British Government maintain that, even supposing the blockade could on any ground be justified, this vessel was illegally dealt with, having been turned away at less than twenty-four hours' notice, and with the evident design rather to obstruct the lawful trade of a neutral and friendly Power, than to facilitate operations against an assumed enemy †.

The third class comprises those claimants whose rights are involved in the question, whether the blockade itself was justifiable under the circumstances and according to the manner in which it was instituted?

The British Government contend, that the blockade was wholly illegal and unjustifiable, and in support of that assertion, refer to various documents given in the Appendix, and particularly to the despatch of Lord Palmerston (May 19‡), and the note of the British Commissioners (October 4, 1841§), in which this matter is fully treated.

A short and simple enumeration of some of the grounds on which that opinion is formed may, however, here be given.

If the Treaty of 1783 were not still in force, Portendic would still be under British jurisdiction. In this case, it is hardly to be presumed that France would maintain any right to blockade it.

If the Treaty of 1783 were still in force, this Treaty conferred the right of trading at Portendic on the British nation in the same solemn manner as that in which the sovereignty over the coast was thereby conceded to the French.

Moreover, if it can be maintained that whenever the French may think it expedient to make war with a particular portion of the inhabitants of that country, they thus acquire the right to prohibit British commerce at Portendic, should such a step be necessary for the effectual prosecution of the said war, it must surely, under the peculiar circumstances of the case, be admitted that such a prohibition could only be declared, according to the most legitimate mode, after the most timely notice, and on the strongest evidence that it was in conformity with the established rules of warfare, and rendered imperative by the peculiar position of the enemy; whereas, in the present instance, the form in which a blockade was announced was unusual and illegal; no sort of notice was given to the British Government that it would take place; nor did the position and condition of the Trazar Moors in any way warrant the proceeding; for though the French at first contended that this tribe were the sovereigns ‖ of the blockaded coast, they subsequently controverted this statement by their own pretension to the said sovereignty**; while the testimony of many of the French themselves, and a variety of other respectable authorities, all tends to show †† that the Trazars were not even the inhabitants of the district in question, but were only *one* of the different Moorish tribes who came down to the sea shore for the purposes of trading there. In which case, and even granting what France throughout maintains, viz., that the Treaty of 1783 is still in force, she would have a right, indeed, to drive the Trazars from the French Territory, should this tribe seek to come there, but she would have no

* See letter of British Commissioners, October 4, 1841 (page 14, Division VI).
† See ditto ditto ditto.
‡ See Division II.
§ See Division VI.
‖ See extract in Messrs. Redman, Harrison, Forster and Smith's letter, April 6, 1836 (page 57 Division III).
** See report of Admiral de Rigny in Lord Granville's despatch, June 5, 1835 (Division II.)
†† See letter of the claimants, April 6, 1836 (page 57, Division III), and December 14 (page 20, Division IV); and, in Appendix to said letter, one from Mr. Isaacs to Governor Rendall (page 69, Division III).

right to drive away the British, nor to destroy indiscriminately the other Moorish tribes trading with the British; her duty, on the contrary, was to encourage and protect both the one and the other in their commerce, at a spot where such commerce had been especially granted and guaranteed by treaty.

It being the object of the British Government to place as many papers as possible, unreservedly, at the disposition of the Arbiter, all the documents that have been judged of any importance as elucidating the nature of the Portendic affair, or the course that has been pursued respecting it, are here collected; and these being necessarily numerous, it has been judged advisable to class them under different divisions, bearing reference to particular subjects or epochs of the discussion.

Thus there will be found:—

1st Division. Containing the correspondence relative to the seizure of British vessels prior to the blockade and up to that period.

2nd Division. Correspondence relative to the institution of the blockade up to the month of October, 1835.

3rd Division. The claims made and accounts delivered in by the British Government.

4th Division. Correspondence thereupon up to the period of Count Molé's resignation.

5th Division. Correspondence relative to a Mixed Commission which terminated in 1840, by a revisal of British claimants' accounts.

6th Division. Renewed sittings of Commission up to February, 1842.

7th Division. Correspondence and documents relative to the proposition of acceptance and settlement by arbitration.

A short statement which precedes each of these divisions sets forth the general subject of its contents, and to this heading an index, explaining the nature of each document given, is attached.

The papers to which particular attention is directed, are marked thus, * * * * * .

DIVISION I.

CORRESPONDENCE RELATIVE TO PROCEEDINGS PRIOR TO THE BLOCKADE.

LORD GRANVILLE is instructed to inquire if there is any intention to institute a blockade off Portendic, and is told by Admiral de Rigny, Minister of Marine, that there is not.

His Majesty's Secretary of State writes to Lord Granville to complain of the seizure and detention of the "Governor Temple," on the ground that it had no right to trade at Portendic except under sail. He forwards at the same time, a letter from the Lieutenant-Governor of Bathurst to His Majesty's Secretary of State for the Colonies, and its inclosures, viz.: A letter from the Lieutenant-Governor of Bathurst to the Governor of Senegal, and the deposition of Williams, Master of the "Governor Temple." Lord Granville incloses to Lord Palmerston an answer to his application, from Admiral de Rigny, then become Minister for Foreign Affairs, which, while it complains in general terms, of the aid given by British commerce to the Trazars (a tribe of Moors against whom the French had declared war, and which, in common with other tribes of this people, came down to trade at Portendic), promises that strict orders shall be given to prevent any just cause of complaint for the future.

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3. The Secretary of State to Earl Granville. Inclosing a letter from the Lieut.-Governor of Bathurst to His Majesty's Secretary of State for the Colonies, with copy of that Governor's letter to the Governor of Senegal, complaining of the forcible seizure of the British merchant-vessel the "Governor Temple," by the French brig of war "Dunois," and forwarding a deposition of Williams, master of the "Governor Temple," which states all the circumstances under which this seizure took place; showing that the reason given for it was, that the "Governor Temple" persisted in its right of trading *at anchor* in the Bay of Portendic.	Foreign Office, Oct. 3, 1834	Seizure of the brigantine "Governor Temple" by the French brig of war "Dunois," off the coast of Portendic.	* * * *	1
4. Earl Granville to Viscount Palmerston. One Inclosure. Answer of Admiral de Rigny, promising that strict orders should be given to prevent any just cause of complaint.	Paris, Oct. 27, 1834	Transmitting the answer from Admiral de Rigny, then Minister of Foreign Affairs, to the above.	.. ..	6

Particular attention is directed to the papers marked with asterisks.

DIVISION I.

Correspondence relative to Proceedings prior to the Blockade.

No. 1.

Mr. Backhouse to Earl Granville.

(No. 14.)

My Lord, *Foreign Office, January* 24, 1834.

HAVING learnt, by a communication which I have received from the Colonial Department, that apprehensions are entertained by the Lieutenant-Governor of the British settlement in the River Gambia, that measures are about to be taken by the French authorities at Senegal, for placing the port or roadstead of Portendic under blockade, whereby the trade of His Majesty's subjects with the natives of those parts would be interrupted; I have to instruct your Excellency to inquire of the Duc de Broglie, whether there is any ground for such apprehension, and whether there is any intention of establishing an effective blockade of any part of the coast in question?

I am, &c.,

(Signed) J. BACKHOUSE.

(*In the absence of Viscount Palmerston.*)

No. 2.

Earl Granville to Viscount Palmerston.—(Received February 3.)

(No. 47.)

My Lord, *Paris, January* 31, 1834.

WITH reference to the subject of your Lordship's despatch No. 14, I have been assured by Admiral de Rigny, Minister of Marine, that no intention exists on the part of the French Government, to place the port or roadstead of Portendic under blockade, or any part of the coast in question.

I have, &c.,

(Signed) GRANVILLE.

No. 3.

Mr. Backhouse to Earl Granville.

(No. 140.)

My Lord, *Foreign Office, October* 3, 1834.

I TRANSMIT to your Excellency, herewith, copies of a despatch and of its inclosures, which have been received by the Secretary of State for the Colonies, from the Lieutenant-Governor of the Settlement of Bathurst in the River

Gambia, reporting the seizure and detention of the brigantine "Governor Temple," by the French brig of war the "Dunois"'

It appears from these papers, that the "Governor Temple" has been detained on the ground of an alleged infraction of the stipulations of conventions between this country and France, which are construed by the French authorities as prohibiting any commerce with the Moors in the neighbourhood of Portendic, unless such commerce be carried on under sail. It will be seen, however, on a reference to the articles of the Treaty of 1783, upon which the French authorities are supposed to ground their proceedings, that this interpretation of the Treaty is erroneous, and that the stipulation for the cession of Portendic with other forts on the coast of Africa, to France, contained a special reservation to Great Britain, of the right of carrying on the Gum Trade, "from the mouth of the River St. John to the bay and fort of Portendic inclusively," provided that no permanent settlement was formed within those limits.

There is nothing, therefere, in these articles which will warrant so broad a construction as has been assumed by the French authorities. Your Excellency is, therefore, instructed to make a representation to the French Government on the subject of the detention of the "Governor Temple," and to express the confident hope of His Majesty's Government, that such instructions will be sent to the French authorities on the coast of Africa, as will prevent the recurrence of a similar cause of complaint.

I am, &c.,
(Signed) J. BACKHOUSE.
(*In the absence of Viscount Palmerston.*)

Inclosure 1 in No. 3.

The Lieutenant-Governor of the Settlement of Bathurst to the Right. Hon. E. J. Stanley.

Sir, *Bathurst, River Gambia, July* 18, 1834.

I HAVE the honour to forward, herewith, the copy of a letter which I considered it my duty to write to the Governor of Senegal, inclosing copy of a deposition made by A. C. Williams, master of the brigantine "Governor Temple," the original of which I now send for the information of His Majesty's Government.

I also beg to inclose copies of my requisition and subsequent letter to Lieutenant Quin, commanding His Majesty's ship "Britomart," with copy of the order which Admiral Warren forwarded from the Cape of Good Hope.

Commander Quin has sailed in obedience to that order, and taken charge of my letter to the Governor of Senegal, and another of the same purport to the commander of the "Dunois," with the intention of adding his friendly remonstrances to mine; I trust, therefore, no farther difficulty will occur.

No notice of blockade has been given to this settlement, or, indeed, any official information of the French being at war with the Trazar tribe of Moors; in fact, the only pretence for interruption is the plea that the Treaty gives no right to trade, except under weigh; a thing the French well know from the nature of the coast to be impracticable.

My impression of the reading of the clause of the Treaty of 1783 (for I have no copy to guide me) is, that the only restriction upon the English trading for gum from St. John's River to Portendic is that they shall form no permanent establishments; I trust, therefore, His Majesty's Government will approve of the steps I have taken towards the Governor of Senegal and the commander of the "Dunois," in protesting against the arrest and detention of the "Governor Temple." The object of the French local Government could not have been the prevention of the Trazar Moors obtaining supplies, as they are carrying on the gum trade with the Bracknas themselves, from whom the Trazars can procure anything they may require, but rather the destruction of our trade at Portendic.

The messenger of the King of the Trazars sent here to acquaint me that the trade had been opened by the "Matchless," from London, stated, that before the breaking out of hostilities, the French Governor had told the King, the English could never again trade at Portendic, as the French had given them up Albreda in exchange.

I hope the present affair will afford His Majesty's Government a favourable opportunity of insisting upon their rigid adherence to existing treaties; and, in case the French appear determined to retain Albreda, I would suggest the propriety of allowing our merchants to form an establishment on the Island of Arguin, near Cape Blanco, where a valuable fishery might be made, and the gum trade carried on with greater advantage than at Portendic.

I have, &c.,
(Signed) G. RENDALL,
Lieutenant-Governor.

Inclosure 2 in No. 3.

The Lieutenant-Governor of the Settlement of Bathurst to the Governor of Senegal.

Sir, *Bathurst, Gambia, July* 17, 1834.

I HAVE the honour to inclose, for the information of your Excellency, the copy of a deposition made by Cuthbert Adolphus Williams, master of the brigantine "Governor Temple," before the Secretary of this Government, and containing a letter from Lieutenant Lévêque, commanding the French brig of war "Dunois," with Mr. Williams' answer to same, whereby it appears that a British vessel has been unlawfully seized, and detained, and carried to the roadstead of St. Louis, Senegal, by the officers and men of the "Dunois," under colour of your Excellency's authority, and with the pretence that British vessels have only the right to trade off Portendic under sail.

Should this attack upon the lawful commerce of Great Britain have been made in ignorance of the actual provisions of the Treaties existing between the respective countries, I entreat your Excellency and the commander of the "Dunois" to consult once more such authorities as you may have within your reach, and particularly the archives of your Excellency's Government, by which you will learn that a few years since, when your colony was placed in exactly similarly circumstances as the present, that British vessels carried on the gum trade at Portendic, at anchor, without molestation, although occasionally visited by French men-of-war. This trade existed from 1821 until the end of 1830, and was conducted under the stipulations of the Treaty signed at Versailles, 1783 (to which the Treaties of 1814 and 1816 bear reference), by which it is provided, that the British have the right to trade in gum from St. John's River to Portendic, but not to make any permanent settlement upon the coast.

I trust, therefore, your Excellency will be better advised than to offer any further interruption to British commerce; and I deeply regret that I should be placed under the painful necessity of protesting against any act of a French officer, but which I am now compelled to do against the unlawful arrest and detention of the brigantine "Governor Temple," Cuthbert Adolphus Williams, master, holding Lieutenant Lévêque and your Excellency (should this act have been committed under your authority) responsible for all the costs, damages, and other consequences which may result from such an illegal proceeding.

Lieutenant-Commander Quin, of H.M.S. "Britomart," will convey this letter to your Excellency, as he is now proceeding under the orders of Admiral Warren, to protect the gum trade at Portendic. And, as he is animated with the same feelings of amity and forbearance as myself, I earnestly hope your Excellency and the commanders of the French men-of-war will not compel either him or me to adopt any measures which may still further compromise the parent Government, but you will at once render all the satis-

faction in your power, for the insult which has been offered to the British flag.

Relying upon your Excellency's sense of justice for a favourable and immediate answer, I have the honour to express the assurance of the high respect and consideration with which

I have, &c.,
(Signed) G. RENDALL,
Lieutenant-Governor.

Inclosure 3 in No. 3.

Deposition of C. A. Williams, Master of the "Governor Temple."

PERSONALLY appeared before me, Cuthbert Adolphus Williams, who, being sworn on the Holy Evangelists, states,—That he is first mate in the British Navy, and he is now master of the brigantine "Governor Temple" belonging to this port, whereof Mr. Joiner of this settlement is owner. The vessel sailed on the 1st instant, bound for Portendic, with a general cargo, in order to trade in gum with the Moors there; at one post meridiem of the 7th instant, deponent hove to, in consequence of the French brig of war "Dunois" firing two guns to bring-to the "Governor Temple." At this time they were in latitude eighteen degrees six minutes north by his observation at noon. The captain of the "Dunois" immediately upon this sent his boat on board with two officers, who examined deponent's papers, and after doing so, one of the sailors or petty officers went down in the main hatchway, as he thought, to see what cargo was in the vessel. The officers then requested deponent to go with them on board the "Dunois" for the purpose of seeing the captain. Deponent accordingly accompanied them. The captain told deponent, through the interpretation of Michael Leesé, seaman on board the "Governor Temple" who went with him, that he would not allow him to proceed to Portendic, if, on his arrival there, he let go his anchor. Deponent replied, that he was obliged to proceed to Portendic, as his supercargo, Mr. Pellegrin, had been there for some time, and then he should place himself under the instructions of Mr. Pellegrin. At this time the captain asked how long Mr. Pellegrin had been at Portendic, and he answered, he could not say. The captain also then said, that he (deponent) was not to allow any boats belonging to the Moors to come alongside, or any of the Moors to come on board. Deponent returned on board and made all sail for Portendic. At one post meridiem, on the 8th instant, he came to anchor off Portendic; at three the "Dunois" hove in sight; at four the captain sent his boats on board the "Governor Temple," requesting deponent to get under weigh immediately, which deponent refused. At this time the cutter "Industry" was lying at anchor near the "Governor Temple." Deponent went on board the "Industry" with the French officers, and it was agreed on between the masters of the "Industry," James Eunson, Mr. Hughes the supercargo, Mr. Pinsent, clerk to Mr. Isaacs, supercargo of the brigantine "Matchless," and deponent, that they should go on board the French brig of war "Dunois," in order to get an explanation from the captain of what had occurred. The captain stated that he had instructions from the Governor of Senegal, to prevent all trade with the Moors at anchor. But deponent and the others answered, they would not get under weigh unless compelled so to do. Next morning an officer from the "Dunois" delivered a letter into his hands while he was on board the "Industry," the original of which he now produces, and is as follows, viz.:—

"*Au mouillage devant Portendic,*
"Monsieur le Capitaine, *Côte d'Afrique, le 9 Juillet*, 1834.

"Considérant que contre toutes les lois qui existent entre les nations civilisées, Monsieur le Gouverneur de Ste. Marie en Gambie vous a envoyé malgré cela à Portendic, où vous ravitaillez journellement les Trarzas, avec

lesquels nous sommes en guerre, qu'il a manqué par là à la reconnaissance qu'il devait au Gouvernement Français; eu égard ensuite à la composition de votre chargement, qui ne peut être que d'un grand secours pour cette peuplade; enfin, conformément aux instructions que j'ai reçues de Monsieur le Gouverneur du Sénégal, j'ai l'honneur de vous engager à appareiller immédiatement et à ne vous livrer au commerce de la gomme avec ces Maures devant Portendic, que sous voiles, ainsi qu'il est stipulé par les traités passés entre les deux Gouvernemens. Dans le cas où vous ne voudriez pas vous rendre à mon invitation, je vous prie de m'en donner votre refus par écrit, bien déterminé ensuite à vous y contraindre.

" J'ai l'honneur, &c.,
" *Le Capitaine du Brick de Guerre 'Dunois,'*
" *Le Lieutenant de vaisseau,*
(Signé) " CH. LEVEQUE."

And which was translated by one of the French officers, as follows :—

" *At anchor off Portendic.*
" Sir, " *Africa Coast, July* 9, 1844.

" Considering that against the laws which are between the policed nations, the Governor of St. Mary's in Gambia has sent you to Portendic where you give daily supplies to Trarzas, with whom we are at war; that by there he is ungrateful of services of French Government; considering more, that by your cargo's composition, you bring great assistance to the Moor people; in short, from the instructions which I have received from the Governor of Senegal, I have the honour to consult with you to set sail immediately, and to make the gum trade with these men of Portendic only under sail, as it is said in the treaties between the two Governments. In the case where it would not please you to comply to my instructions, I pray you to give me your refusal in writing, I being determined after it, to compel you to do it.

I have, &c.,
" *French Brig of War the 'Dunois,' Captain,*
" *The ship's man-of-war Lieutenant,*
(Signed) " CH. LEVEQUE.

" *To the British Brigantine 'Governor Temple,'*
" *Captain Williams, at anchor off Portendic.*"

To this letter deponent returned an answer, of which the following is a copy :—

" Sir, " *Off Portendic, July* 9, 1834.

" I beg leave to acknowledge the receipt of your letter, desiring me to get immediately under weigh, stating, that by a treaty existing between England and France, that we are only permitted to trade with the Moors at Portendic under sail.

" Conceiving that the French have no authority to oppose any English vessel that may be trading at this port, so long as a permanent settlement is not formed by them on shore, and relying upon the protection of my Government, who have granted me a legal passport and permission to trade in this port of Portendic, I am under the necessity of refusing to obey the order this morning received from you.

" I have, &c.,
(Signed) " C. A. WILLIAMS,
" *Captain of the English brigantine 'Governor Temple.*

" *A. M. le Capitaine du brick du guerre Français*
" *'Dunois,' off Portendic.*"

At noon, on the 9th instant, two lieutenants, with two boats' crews, came on board the " Governor Temple," from the " Dunois," and got the ship under weigh, in consequence of which deponent gave up all charge and responsibility of the vessel, and intimated so to the lieutenants, who expressed a wish that he should again take charge of the vessel, but which he refused to do. At four,

the "Governor Temple" made sail, under the convoy of the "Dunois," for Senegal, the brigantine being then under charge of one of the lieutenants and ten seamen, the other having rejoined the "Dunois" at Portendic. They arrived off the town of St. Louis, on Saturday the 12th, and anchored in ten fathoms water. On Sunday, the 13th, at two post meridiem, the officer and ten French seamen left the "Governor Temple" and went on board the "Dunois," as he understood, by orders of the captain, stating that the deponent's orders were expected from the Governor of Senegal in about an hour or so: at three post meridiem, the captain of the "Dunois" sent one of his boats for deponent, who went on board, and from him received orders to get under weigh immediately, as deponent understood from the captain's interpreter's broken English, for St. Mary's; deponent returned on board and weighed anchor, and made all possible sail for the port, where he arrived about two o'clock to-day.

(Signed) "C. A. WILLIAMS.*

Sworn this 16th day of July, 1834.

(Signed) A. HUNTER,
Secretary to the Government.

No. 4.

Earl Granville to Viscount Palmerston.—(*Received October* 30.)

(No. 368.)

My Lord, *Paris, October* 27, 1834.

I HAVE the honour to forward to your Lordship the copy of the answer which I have received from Admiral de Rigny, which, conformably to the instructions contained in your Lordship's despatch No. 40, I addressed to his Excellency upon the subject of the detention of the British brig the "Governor Temple," by the French ship of war "Le Dunois," off the coast of Senegal.

I have, &c.,
(Signed) GRANVILLE.

Inclosure in No. 4.

Admiral de Rigny to Earl Granville.

Monsieur l'Ambassadeur, *Paris, le* 26 *Octobre,* 1834.

J'AI reçu la lettre que votre Excellence m'a fait l'honneur de m'écrire le 10 de ce mois au sujet de l'arrestation du brigantin le "Governor Temple," par le brick de guerre Français le "Dunois." Je me suis empressé d'appeler l'attention de M. le Ministre de la Marine et des Colonies sur les réclamations élevées par le Gouvernement Britannique, en vertu de l'Article XI du Traité de 1783. Des explications amicales termineront sans doute cette contestation, mais je ne dois pas vous cacher que, d'après les informations transmises à M. l'Amiral Jacob par M, le Gouverneur du Sénégal, les griefs imputés aux autorités Francaises de ce pays sont loin de pouvoir être mis en balance avec ceux qu'elles ont à y opposer. Il n'est que trop certain que si la guerre engagée entre cette colonie et les Maures Trarzas se prolonge d'une manière fâcheuse, c'est parceque des bâtimens Anglais ne cessent de porter à nos ennemis des armes et des munitions de guerre.

Récemment encore, les Maures, épuisés et dépourvus de toute ressource, nous avaient fait demander la paix. Ils allaient souscrire aux conditions que nous leur imposions, lorsqu'un navire de guerre Anglais, escortant deux bâtimens

* For the case of the "Industry," which occurred about the same time, see Division III, p. 48.

de commerce, arriva sur la côte, couleurs déployées; aussitôt les négociations furent rompues. Ce n'est pas tout: un agent Anglais réside en permanence à Portendic dans le camp des Maures, où son escorte a élevé des tentes entourées d'une fosse, et sur lesquelles flotte le pavillon Britannique. Lors même que cette dernière circonstance ne serait pas une infraction manifeste du Traité de 1783, vous concevez facilement, M. l'Ambassadeur, l'irritation qu'une telle conduite doit inspirer aux autorités Françaises du Sénégal, alors surtout qu'elles la rapprochent de l'empressement avec lequel cette colonie vint en 1831 au secours des établissemens Anglais de la Gambie, ménacés par les Mandingues; vous reconnaîtrez également, qu'il n'y aurait rien de surprenant à ce qu'un ressentiment trop justifié eût inspiré à quelques uns de nos agens quelque acte irrégulier. Le Gouvernement du Roi n'en mettra point moins tous ses soins à empêcher, à l'avenir, ce qui pourrait motiver des plaintes fondées, mais il a lieu d'espérer que le Cabinet Britannique s'attachera de son côté à prévenir le renouvellement des abus que je viens de vous signaler; et je connais trop l'esprit de justice qui caractérise votre Excellence, pour douter de son empressement à provoquer de la part de sa Cour des mesures efficaces à cet effet.

Agréez, &c.,

(Signé) CT. DE RIGNY.

[For translation, see page 305.]

DIVISION II.

CORRESPONDENCE RELATIVE TO THE INSTITUTION OF THE BLOCKADE OF PORTENDIC, WHICH HAD NOW BEEN DECLARED.

A LETTER from the Under Secretary of the Colonies to the Under Secretary of the Foreign Office, inclosing a letter from the Lieutenant-Governor of Bathurst to the Colonial Office, in which he (the Lieutenant-Governor) communicates, as per inclosures, the Governor of Senegal's declaration of blockade, his own remonstrance against it, and different extracts from French Treaties with the Moors, showing that the constant object of French policy had been to prevent the British trade in gum in Portendic.

An opinion of the Law Officer of the British Crown, that the blockade was illegal. A despatch from Lord Palmerston, protesting, on various grounds, against it, and requesting it should be immediately raised, since otherwise, fresh *claims* against the French Government would arise. The Duc de Broglie replies in a conciliatory manner, inclosing a note from Admiral Duperré, Minister of Marine, which admits that the conduct pursued towards the "Governor Temple" was not the proper interpretation of the Treaty of 1783; justifies the blockade, but regrets that it was not communicated by the French Ambassador to the British Government, &c. Suggests the substitution of a search of arms and warlike stores on board the merchant-vessels visiting the coast of Portendic, in lieu of a blockade. After some delay and correspondence, the terms of this arrangement are agreed upon; the fourth Article, however, of the Proclamation of the Governor of Senegal, in which, while raising the blockade, he assumes the right of pursuing the enemies of France, wherever they may be found, whether at the Bay of Portendic, or elsewhere, is objected to by the British Government, as being open to many abuses, considering the pretension of the French, that the Trazar Moors *only* come to Portendic. At this moment, however, the news arrives that the war between the French and the Trazars is terminated, and that, consequently, the blockade is raised.

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Particular attention is directed to the papers marked with asterisks.

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2. Viscount Palmerston to Mr. Aston.	Foreign Office, May 19, 1835.	His Lordship's observations (on inclosing foregoing papers), which enter into a general view of the case, and state the grounds on which Great Britain considers herself aggrieved, and will be *subsequently* obliged to *claim compensation.*	* * * * *	7
3. Viscount Palmerston to Mr. Aston.	Foreign Office, May 19, 1835,	Instructing to communicate his despatch No. 1, to the Duc de Broglie respecting Portendic, and to urge the subject on the attention of the French Government.	It is here to be observed, that Admiral de Rigny, who was Minister of Marine when this correspondence commences, and then Minister for Foreign Affairs, was now dead.	11
4. Earl Granville to Viscount Palmerston. Two Inclosures. A letter from the Duc de Broglie, and a report from the Minister of Marine.	Paris, June 5, 1835.	Transmitting copies of a note from the Duc de Broglie, and a report from the Minister of Marine, in answer to the communication of Mr. Aston. The Minister of Marine shows a willingness to adopt a search for arms and warlike stores on board the merchant-vessels trading to Portendic, instead of a blockade; but contends that the blockade is justifiable, and that the Trazar Moors inhabit the coast of Portendic.	* * * * * It is to be remarked, that Admiral Duperré, in this note, admits that the fact of not having communicated the blockade to our Government at home, is to be regretted, and sees no reason why it should not have been announced by the French Ambassador.	11
5. Viscount Palmerston to Earl Granville.	Foreign Office, July 2, 1835.	Stating the opinion of the Law Adviser of the Crown to be opposed to that of Admiral Duperré, with respect to the justice of the blockade; showing that the Trazars do not inhabit the coast of Portendic, but only come there as various other tribes come, for the purposes of trade; appearing favourable to the suggestion of Admiral Duperré, as to the substitution of a search for arms instead of a blockade, providing the said search were properly and cautiously exercised.	* * * * *	15
6. Earl Granville to Viscount Palmerston. Two Inclosures. A copy of a letter he had written to M. de Broglie, in conformity with Lord Palmerston's despatch July 2; and a note from the Duc de Broglie, relative to the arrangement under discussion.	Paris, July 6, 1835.	Reports his conversation with the Duc de Broglie, who states that he is prepared to consent to an arrangement for visiting merchant-vessels instead of the blockade.	.. ..	16

	Date.	Subject.	Remarks.	Page
7. Earl Granville to Viscount Palmerston. Two Inclosures. 1. From the Duc de Broglie. 2. From Admiral Duperré.	Paris, July 10, 1835.	Transmitting a note from the Duc de Broglie, expressing the readiness of the French Government to suspend the blockade, and substitute the arrangement for visiting merchant-vessels; and a note from Admiral Duperré, who still maintains that the Trazars inhabit the coast of Portendic, but consents to the new arrangement.	.. ..	18
8. Viscount Palmerston to Earl Granville.	Foreign Office, July 13, 1835.	That his Lordship hears with pleasure the decision of the French Government as to new arrangement, but still retains the opinion, that the neighbourhood of Portendic is not occupied by the Trazars; but thinks it would be well to call upon the respective authorities to state such facts as they may be able to ascertain relative to this question. Admits that the French have a right to search for contraband articles of war; and continues to urge, on account of the necessities of the gum trade, that no time should be lost in putting an end to the present state of things.	.. ..	20
9. Viscount Palmerston to Earl Granville.	Foreign Office, July 14, 1835.	That Her Majesty's sloop "Pike" is ready to sail for Africa, but will be detained for a week, Her Majesty's Government hoping to be able then to send by it intelligence of the agreement that has been entered into, so as to prevent the chance of collision between the ships of war of the two nations.	.. ..	21
10. Earl Granville to Viscount Palmerston. One Inclosure. From the Duc de Broglie, promising an early answer to the note he had received.	Paris, July 17, 1835.	Stating that he had urged to the Duc de Broglie the necessity for sending immediate instructions in respect to the agreement entered into; and that he had offered the "Pike" to convey some document of that nature. The Duke's promise of communicating the orders to be sent to the Governor of Senegal on the following day.	.. ..	22
11. Earl Granville to Viscount Palmerston. Three Inclosures. One from the Duc de Broglie, inclosing one to him from Admiral Duperré, transmitting a copy of his order to the Governor of Senegal to raise the blockade.	Paris, July 19, 1835.	Transmitting the order given by the French Government to the Governor of Senegal to raise the blockade, with copies of notes from the Duc de Broglie and the Minister of Marine on this subject.	.. ..	22

	Date.	Subject.	Remarks.	Page
12. Earl Granville to Viscount Palmerston. One Inclosure. From Admiral Duperré; states that orders had been sent to Senegal by two vessels of war to raise the blockade, &c.	Paris, July 20, 1835.	Reports his conversation on the orders to French captains with the Duc de Broglie, who promises to give him the substance of the detailed instructions already sent by the "Héroïne," which had sailed from Brest on the 8th instant.	.. ..	24
13. Earl Granville to Viscount Palmerston. Two Inclosures. Letter from the Duc de Broglie, and declaration of the Governor of Senegal.	Paris, Oct. 12, 1835.	Transmitting a letter from the Duc de Broglie, inclosing the declaration of the Governor of Senegal raising the blockade of Portendic.	.. ..	25
14. Viscount Palmerston to Earl Granville.	Foreign Office, Oct. 20, 1835.	His Lordship's observation on the Fourth Article of the declaration of the Governor of Senegal; instructing his Excellency to communicate the same to the French Government.	.. ..	27
15. Earl Granville to Viscount Palmerston.	Paris, Oct, 26, 1835.	That the Duc de Broglie had informed him that a Treaty of Peace had been concluded with the Tribe of Trazars.	.. ..	27

DIVISION II.

Correspondence relative to the Institution of the blockade, which had now been declared.

No. 1.

Mr. Hay to Mr. Backhouse.

Sir, *Downing Street, March* 30, 1835.

WITH reference to previous correspondence upon the subject of the apprehended blockade of Portendic, I am now directed by the Earl of Aberdeen to transmit to you, for the information and consideration of the Duke of Wellington, the accompanying copies of a despatch and of its inclosures which have been received from the Lieutenant-Governor of Bathurst in the Gambia, reporting that Portendic has been declared by the Governor Senegal to be under blockade; and I am further directed to transmit to you, in order to its being laid before his Grace, a copy of the opinion which Lord Aberdeen has received from the King's Advocate touching that measure.

I have, &c.,
(Signed) R. W. HAY.

Inclosure 1 in No. 1.

The Lieutenant-Governor of Bathurst to Mr. Hay.

Sir, *Bathurst, River Gambia, January* 26, 1835.

I HAVE the honour to inclose, for the information of the Right Honourable the Secretary of State, copy of a letter from the Governor of Senegal, inclosing his proclamation declaring the coast and bay of Portendic in a state of blockade.

I have caused a copy of the latter to be published in this settlement, giving the merchants and traders notice that I had so received it from the Governor of Senegal, but without making any note or comment upon it.

I have also the honour to inclose a copy of my answer to the Governor of Senegal, wherein I have endeavoured to show my reasons for objecting to the declaration of a blockade, without having first obtained the sanction of His Majesty's Government.

I have made extracts from the appendix of Durand's "Travels in Africa," copies of the Treaties to which I have alluded in my letter to the Governor of Senegal, and beg to inclose them for the information of His Majesty's Government, as they serve to show to what lengths the local authorities have on former occasions gone to.

Should our trade at Portendic be made to depend upon whether the French are at war or peace with the Trazars, I feel convinced there would be very little chance of conducting it with any success.

I have, &c.,
(Signed) G. RENDALL,
Lieutenant-Governor.

Inclosure 2 in No. 1.

The Governor of Senegal to the Lieutenant-Governor of Bathurst.

Monsieur le Gouverneur, *Saint Louis, le 17 Janvier*, 1835.

J'AI l'honneur de vous adresser ci-jointe une expédition de la déclaration du blocus de Portendic, que je viens de faire en vertu des ordres qui me sont parvenus de mon Gouvernement.

Le développement donné par moi aux motifs de cette mesure dans la proclamation même que je vous envoie, me dispense d'entrer avec votre Excellence dans d'autres détails justificatifs de sa légalité et de sa convenance.

Le droit de blocus m'avait, dès le début des incidens survenus en 1834, paru incontestable, et j'ai à regretter que quelques circonstances, nées de la forme plutôt que du fond de la question, nous aient mis dans le cas d'en demander la solution en Europe.

Aujourd'hui que cette solution m'est parvenue, je vous exprime le désir et l'espoir qu'elle ne rencontrera nul obstacle dans son accomplissement. Je ne perds pas de vue que dans cette affaire les Trarzas sont nos seuls ennemis, et que ce n'est qu'en vue de cette peuplade, et dans l'intérêt d'une paix prochaine, que le blocus de Portendic a été décidé.

Je me flatte en même temps, que ce ne sera pas de ces points imperceptibles des possessions de deux Gouvernemens amis que partira aucun motif de collision ni de mésintelligence.

Telles seront d'ailleurs l'esprit et la lettre des instructions qui seront données à MM. les commandans des bâtimens de la station d'Afrique.

Veuillez agréer, &c.,

Le Gouverneur de Sénégal et Dépendances,

(Signé) N. PUJOL.

[For translation, see page 314.]

Déclaration de Blocus de Portendic.

NOUS, Gouverneur du Sénégal et dépendances :

L'état d'hostilités qui depuis dix-huit mois existe entre le Sénégal et la tribu des Maures Trarzas, fesant aux agens Français dans cette possession, une loi de prendre tous les moyens qu'il est de son intérêt et de leur droit d'employer pour y mettre un terme ;

Considérant qu'abandonnés à leurs propres ressources, les Maures Trarzas seront promptement réduits à cesser une guerre qui est pour eux une cause de ruine et de misère, en même tems que d'un dommage notable pour le commerce du Sénégal ;

Attendu qu'il est prouvé à tous, que les opérations de commerce reprises par des sujets de Sa Majesté Britannique dans la Baie de Portendic dans le courant de l'année 1834, ont eu pour effet de procurer aux ennemis du Sénégal, en échange de leurs produits, des objets (quelle que soit leur nature) dont la privation prolongée devait les conduire à solliciter la paix aux conditions justes et raisonnables qu'il nous aurait convenu de leur imposer ;

Vu l'Article IX du Traité de 1783, portant que l'Angleterre cède en toute propriété et garantit à la France la Rivière du Sénégal et ses dépendances, avec les Forts de St. Louis, Podor, Galam, Arguin, et Portendic ;

Attendu que, s'il résulte des dispositions amicales et conciliatrices de l'Article XI de ce même traité, que les commerçans Anglais auront la liberté de faire la traite de la gomme depuis la Rivière St. Jean jusqu'à la Baie de Portendic, sans y former d'établissemens permanens, cette liberté, ainsi restreinte, ne peut détruire pour la France le droit ni d'interdire à tous pavillons par des déclarations régulières l'entrée des ports de la nation ennemie, ni, à fortiori, d'user de ce droit quand il s'agit d'empêcher sur ses propres possessions, toutes

communications avec ses ennemis; ni, en un mot, de faire usage des moyens usités chez toutes les nations, de faire respecter son nom en protégeant les intérêts de son commerce ;

Considérant d'ailleurs, que dans les circonstances où se trouve le Gouvernement du Sénégal, la question commerciale s'efface devant la question politique, de laquelle ressort un droit supérieur à toutes les concessions faites par les traités de paix, le droit de blocus ;

Attendu, qu'en recourant à ce légitime et régulier moyen de nuire à ses ennemis du Désert, le Gouvernement du Sénégal n'a en vue qu'une cessation plus prochaine d'hostilités préjudiciables au bien-être et à la tranquillité de la colonie, et non de contester, restreindre, ou détruire la liberté réservée par le Traité de 1783, au commerce Anglais à Portendic, dans les tems ordinaires, liberté qui demeure un droit, mais dont l'usage seulement est suspendu par des circonstances impérieuses et passagères ;

A ces causes, et vu la dépêche de son Excellence le Ministre de la Marine et des Colonies, du 12 Octobre, 1834, No. 189, basé sur des communications entre les Cabinets de France et de la Grande Bretagne, déclarons ce qui suit :—

ARTICLE I.

L'espace de la côte de Barbarie à partir de la Rivière St. Jean jusques et y compris la Baie de Portendic, est mis en état de blocus, à compter du 15 Février prochain, jusqu'à notifications contraires, ce qui aura lieu dans les deux mois qui suivront la ratification du Traité de Paix à intervenir entre le Gouvernement du Sénégal et la tribu des Maures Trarzas.

ARTICLE II.

Pendant la durée du blocus, nul bâtiment étranger ni Français ne pourra trafiquer, vendre, ni acheter à Portendic ; et sera considéré comme ayant manqué au droit des nations, tout navire sous quelque pavillon que ce soit, qui, après les publications et notifications des présentes, serait reconnu avoir fait ou tenté de faire des opérations de commerce, ou jeté sur la côte des armes, munitions, ou objets quelconques pouvant profiter aux ennemis du Sénégal.

ARTICLE III.

Les bâtimens étrangers qui auraient cherché à forcer le blocus seront, s'ils sont Anglais, conduit à la disposition de M. le Gouverneur de Ste. Marie, pour être statué à leur égard suivant sa justice ; s'ils appartiennent à d'autres nations, ils seront mis sous le séquestre, attendu les distances, et traités comme tels. Il en serait de même des bâtimens Anglais, en cas de récidive.

ARTICLE IV.

L'exécution des dispositions qui précèdent sera confiée aux bâtimens de la station Française d'Afrique, qui recevront de nous à cet égard les instructions nécessaires.

ARTICLE V.

La présente déclaration sera adressée aux autorités Anglaises sur la côte d'Afrique, avec les explications que nous jugerons utile d'y joindre pour en justifier la nécessité et la convenance.

Fait à St. Louis, le 17 Janvier, 1835.

(Signé) N. PUJOL.

[For translation, see page 314.]

Inclosure 3 in No. 1.

The Lieutenant-Governor of Bathurst to the Governor of Senegal.

Sir, *Bathurst, River Gambia, January* 24, 1835.

I HAVE had the honour of receiving your Excellency's despatch No. 3, dated 17th instant, containing your proclamation declaring the coast and bay of Portendic to be in a state of blockade, commencing from the 15th of February next.

I beg to acquaint your Excellency that I have not received any instructions from my Government to acknowledge such an act. I have, however, published your document within this settlement, without note or comment, leaving it to the discretion of the British merchants and traders to act as they may think proper.

While I feel anxious to adopt any measures which would tend to effect a peace between you and your barbarous enemies, I must, in justice to our own commercial rights, declare that I do not consider your Excellency has the right to place Portendic in a state of blockade, without first obtaining the consent of the British Government; nor can I believe that such means are likely to gain the end proposed, unless you stop the whole trade of the River Senegal.

The solemn guarantee given by the French nation in the Treaty of 1783, to respect our right of trading at Portendic, provided we make no permanent establishment there, is coeval with the restoration of Senegal and its dependencies, and forms an integral part of that arrangement, both being founded in the same amicable and conciliatory dispositions which then actuated the two Governments.

Your Excellency, I think, will be disposed to admit, therefore, that one right cannot well exist without the other; for, if it did, the privilege of trading to Portendic would depend entirely on your declarations of war, and not on the letter and spirit of the Treaty.

Your Excellency will, I am sure, pardon any apprehensions I may feel on this subject, when I refer you to the First and Second Articles of the Treaty signed at St. Louis, the 2nd of May, 1785, between the Count de Repentigny and the Chiefs of the Marabouts of Darmankour; the Third and Fourth Articles of a Treaty between the same Governor Repentigny and Hamet Moctar, King of the Bracknas, also signed at St. Louis, 10th May, 1785; and the Fourth and Fifth Articles of a Treaty between the Count de Repentigny and Ali Koury, King of the Trazars, ratified at St. Louis, 20th July, 1785; these Treaties being made with the natives at so early a date after the restoration of the French settlements by the British.

The line of coast, also, which your Excellency proposes to place in a state of blockade, is not the territory of the tribe of Trazar Moors, but belongs to the Ouledalims and Ouled-en-Bisba; and it is to this part of the coast that the Darmankours, Bracknas, and even Galam Moors, come to trade, as well as the Trazars; so that you will deprive us of all intercourse with them, upon what has been hitherto considered neutral territory, and which, during the five years' war between Senegal and the Trazars, was so respected by your predecessors; the English trade at Portendic being then carried on without any interruption.

I must deny, also, that the stoppage of the British trade with the Trazars will deprive them of the means of obtaining supplies, as it is notorious that, during the last season, the Marabout Moors actually traded with the inhabitants of Senegal up the river; and that, previous to the re-opening of the trade of Portendic, they were amply supplied by the Bracknas, with whom the merchants and traders of Senegal carried on an open traffic.

Should your Excellency pledge yourself to lay an embargo upon all trade with the Moors in Senegal, I would be the first to recommend to His Majesty's Government, the propriety of meeting your wishes to prevent the trade of Portendic; but, at the same time, I should remark upon one clause in the 2nd Article of your Proclamation, which requires a space of two months after the

ratification of any treaty with the Trazars, before the English trade could be re-opened, and which would, of course, give an unfair advantage to the French trade.

I must also observe, that much longer notice than that which your Excellency has fixed, would be required, as at this moment all the preparations for the Protendic gum trade of this season are made, and several vessels have already reached the coast, while others are on their way out; the goods not being suitable for other markets would occasion an enormous loss, should this precaution not be taken.

I beg, &c.,
(Signed) G. RENDALL,
Lieutenant-Governor.

Inclosure 4 in No. 1.

Extract of a Treaty between Count Repentigny, Governor of Senegal, and the Chiefs of the Marabouts of Darmancour, signed at St. Louis, Senegal, May 2, 1785.

ARTICLE I.

LES Maraboux d'Armankour, par une suite de l'affection particulière qu'ils ont et conserveront toujours pour les Français, et par une suite encore des conditions du présent traité, jurent et promettent de n'avoir jamais, directeemnt ni indirectement, aucune communication avec les Anglais; ils jurent de plus, et promettent d'employer tous les moyens praticables pour intercepter et supprimer totalement le commerce que les Anglais pourraient faire à Protendic, soit avec les Maraboux d'Armankour eux-mêmes, soit avec toute autre nation ou particuliers qui passeraient pour cet effet dans leur pays; cette promesse des Maraboux d'Armankour portant non seulement sur la traite de la gomme, mais encore sur toute autre traite dont ils entendent, veulent et promettent d'exclure les Anglais.

ARTICLE II.

En conséquence de l'obligation portée dans le précédent article, et en retour des bonnes dispositions des Maraboux d'Armankour, le Sieur Durand, directeur-général de la Compagnie, s'engage pour elle, et promet de leur donner une gratification en sus de la coutume, toutes les fois qu'ils arrêteront de la gomme dans le chemin de Portendic et la feront conduire au Désert, de manière que la Compagnie puisse être assurée qu'il n'en sera point vendue à Portendic.

(Signé) REPENTIGNY.

[For translation, see page 316.]

Inclosure 5 in No. 1.

Extract of a Treaty between Count Repentigny, Governor of Senegal, and Hamet Mocktard, King of the Bracknas, signed at St. Louis, Senegal, May 10, 1785.

ARTICLE III.

AMET MOCKTARD, par une suite de l'affection qu'il a et conservera toujours pour les Français, et par une suite encore des conditions du présent traité, jure et promet de n'avoir jamais, directement ni indirectement, aucune communication avec les Anglais; il jure de plus, et promet d'employer tous les moyens particables pour intercepter et supprimer totalement le commerce que les Anglais pourraient faire à Portendic, soit avec ses propres sujets, soit

avec toute autre nation ou particuliers qui passeraient pour cet effet dans son pays. Cette promesse de la part d'Amet Mocktard, portant non seulement sur la traite de la gomme, mais encore sur toute autre traite, dont il entend, veut et promet d'exclure les Anglais.

ARTICLE IV.

En conséquence de l'obligation portée dans le précédent article, et en retour des bonnes dispositions d'Amet Mocktard, le Sieur Durand, directeur-général de la Compagnie, s'engage pour elle, et promet de lui donner une gratification en sus de la coutume, toutes les fois qu'il arrêtera ou fera arrêter de la gomme dans le chemin de Portendic, et la fera conduire à Podor, de manière que la Compagnie puisse être assurée qu'il n'en sera point vendue à Portendic.

(Signé) DURAND,
Directeur-Général.

Vu,
(Signé) REPENTIGNY.

[For translation, see page 316.]

Inclosure 6 in No. 1.

Extract of a Treaty between Count Repentigny, Governor of Senegal, and Alikoury, King of the Trazars, signed at St. Louis, Senegal, July 20, 1785.

ARTICLE IV.

ALIKOURY, par une suite de l'affection qu'il a et conservera toujours pour les Français, et par une suite encore des conditions du présent traité, jure et promet de n'avoir jamais, directement ni indirectement, aucune communication avec les Anglais ; il jure de plus, et promet d'employer tous les moyens praticables pour intercepter et supprimer totalement le commerce que les Anglais pourraient faire à Portendic, soit avec ses propres sujets, soit avec toute autre nation ou particuliers qui passeraient pour cet effet dans son pays ; cette promesse de la part d'Alikoury portant non seulement sur la traite de la gomme, mais encore sur toute autre traite dont il entend, veut et promet d'exclure les Anglais.

ARTICLE V.

En conséquence de l'obligation portée dans le présent traité, et en retour des bonnes dispositions d'Alikoury, le Sieur Durand, directeur-général de la Compagnie, s'engage pour elle, et promet de lui donner une gratification en sus de la coutume, et proportionnée à l'importance du service, toutes les fois qu'il arrêtera ou fera arrêter de la gomme dans le chemin de Portendic, et la fera conduire au Désert, pour être livrée aux agens de la Compagnie, de manière qu'elle puisse être assurée qu'il n'en sera point vendue à Portendic. Dans le cas contraire, Alikoury voulant sérieusement tenir sa promesse, et se fesant fort de l'exécution, consent à la retenue, sur sa coutume, de deux pièces de guinée par chaque kantar de gomme qui sera transporté à Portendic, abandon prononcé par anticipation, et volontairement fait de sa part, en preuve de la droiture de ses intentions, et de son attachement aux intérêts de la Compagnie.

(Signé) DURAND,
Directeur-Général.

Vu,
(Signé) REPENTIGNY.

[For translation, see page 317.]

Inclosure 7 in No. 1.

The King's Advocate to the Earl of Aberdeen.

My Lord, *Doctors' Commons, March* 23, 1835.

I AM honoured with your Lordship's commands signified in Mr. Hay's letter of the 18th instant, stating that he was directed to transmit to me therewith a despatch which has been received from the Lieutenant-Governor of Bathurst in the Gambia, covering copy of a proclamation of the Governor of Senegal, which declares the coast and bay of Portendic in a state of blockade, and requesting that I would take these papers into consideration, and report to your Lordship my opinion, whether there is anything in that proclamation, or in the measure thereby declared, which may be considered inconsistent with the rights of Great Britain under the Treaty of 1783, or as amounting to a deviation from the rules of international law.

In obedience to your Lordship's commands I have the honour to report, that the coast and bay of Portendic, which the proclamation of the Governor of Senegal declares to be in a state of blockade, were ceded by this country to France under the Treaty of 1783, which contains a stipulation that British subjects shall have the free right and liberty of carrying on their commerce within the limits therein specified, viz., from the River St. Jean to Portendic inclusive. I am, therefore, of opinion, that the French authorities have no right to prohibit British trade within those limits, under the pretence of a blockade, more especially as it is admitted by the Governor of Senegal, that the Trazars, one of the barbarian tribes, are the only enemies of the French, and that no hostilities exist with the other native tribes inhabiting or frequenting that portion of Africa. Under these circumstances, it appears to me, that the blockade which has been proclaimed amounts to a deviation from the rules of international law, and is inconsistent with the rights of Great Britain under the Treaty of 1783. I must take leave to add, that the part of the proclamation which declares that the blockade shall continue in force until two months after the ratification of a treaty of peace, is unquestionably contrary to the law of nations.

I have, &c.,
(Signed) JOHN DODSON.

No. 2.

Viscount Palmerston to Mr. Aston.

(No. 1.)

Sir, *Foreign Office, May* 19, 1835.

THE vexatious and hostile proceedings of the French authorities at Senegal against the commerce carried on by His Majesty's subjects on the neighbouring coast of Africa have, for nearly two years past, been the subject of frequent and just complaint; and those proceedings have latterly assumed such a character as to render it indispensably necessary that the British and French Governments should come to an early understanding upon the matters to which those proceedings relate.

By the 9th Article the Treaty concluded at Versailles on the 3rd September 1783, the King of Great Britain ceded in full right, and guaranteed to the King of France, the River Senegal and its dependencies, with the Forts of St. Louis, Podor, Galam, Arguin, and Portendic; but by a subsequent Article, namely, the 11th, of the same Treaty, this cession was accompanied by a reservation that, "As to the gum trade, the English shall have the liberty of carrying "it on from the mouth of the River St. John to the bay and fort of Portendic

" inclusively, provided that they shall not perform any permanent settlement, " of what nature soever, in the said River St. John, upon the coast, or in the " Bay of Portendic."

It appears, therefore, that the right of the French to Senegal, and the right of the English to a free trade in gum with the places named in the 11th Article, are coeval and coequal with each other, and are both derived from one and the same treaty; that the one right cannot be denied without at the same time invalidating the other; and that Great Britain is bound to acknowledge the right of France to the Colony of Senegal, so long as France respects the rights of British subjects to carry on the gum trade within the limits specified in the Treaty; but that if France infringes the engagements contained in Article XI, Great Britain is no longer bound to respect those contained in Article IX.

It is stated in a French book of travels published by a M. Durand, who held some appointment in the Colony of Senegal, that, soon after the cession of Senegal in 1783, the local authorities of Senegal endeavoured by certain treaties which they made with the Moorish tribes, to prevent the British traders from enjoying practically the benefit of the stipulation contained in the 11th Article of the Treaty of Versailles, and M. Durand publishes copies of those treaties, extracts of which will be found in the despatches of which I herewith transmit to you copies. But, be this as it may, it is nevertheless certain, that British subjects have practically availed themselves of the liberty secured to them by the Treaty of 1783, and that, until a few years ago, the gum trade was actively carried on by them. I have been informed that, about six or eight years ago, in consequence of losses arising from over competition among each other, the parties who had been engaged in that trade discontinued it for a time, and that it was not till two years ago that they returned to their former pursuits.

But as soon as our merchants resumed the trade, the French authorities at Senegal had recourse to violent and unjustifiable proceedings, in order to throw obstables in our way.

The French authorities attempted to vindicate these proceedings by a palpable perversion of the stipulations of the Treaty of 1783; and it is not surprising that our merchants—considering, on the one hand, the immediate effect of these proceedings in favouring the French traders at the expense of the British, and adverting also, on the other hand, to the obvious fallacy of the pretence upon which those proceedings were founded—should suspect that these measures of violence took their source from the same local rivalship in trade which was so strongly displayed in the treaties concluded with the Moors by the French authorities at Senegal in 1787.

The Government of Senegal, in the course of the year 1834, sent French ships of war the Bay of Portendic, to drive away from thence by force British merchant-vessels which had come to that place to trade, in virtue of the engagements of the Treaty of 1783; and the pretence upon which such force was used was, that the Treaty provides that the British shall not form any permanent settlement on the coast; that to cast anchor in the bay, and to land goods for the purpose of exchanging them for gum, is to make a permanent settlement; and that the Treaty of 1783 only permits British ships to trade on the coast, provided they keep continually under weigh, and the crews do not go on shore.

In such a manifest perversion of the plain words of a treaty Her Majesty's Government never can acquiesce; and it will be my duty to transmit to you the claims which have been made by several British subjects for compensation for losses incurred by them in consequence of these violent and illegal proceedings of the Governor of Senegal; and His Majesty's Government appreciate too fully the spirit of justice and the sense of honour of the French Government, to doubt for an instant that full compensation will be given to these claimants for the losses which they may be able to prove themselves to have sustained.

Towards the beginning of the present year, however, the Governor of Senegal shifted his ground; and, having probably been made aware that the construction which he had attempted to put upon the 11th Article of the Treaty of 1783 was not maintainable, he had recourse to another means of

impeding the gum trade of His Majesty's subjects, and declared the gum coast in a state of blockade, in consequence of a war which has for some time existed between the French Colony of Senegal and the Trazar Moors, a tribe living in the interior of the country, and whose territory lies several days' journey from the sea coast.

There are many remarkable circumstances connected with this blockade.

In the first place, it is alleged by the Governor of Senegal, that this blockade has been declared by him in consequence of an agreement between the British and French Governments. But no traces of any such agreement are to be found in the records of this Office.

In the early part of last year the Secretary of State for the Colonial Department informed me that it was reported in the British Settlement of the Gambia, that such a blockade was in contemplation; and he requested me to make inquiries upon the subject, through His Majesty's Ambassador at Paris. Thereupon I instructed Earl Granville to ask whether any such blockade was intended; and he reported to me, in reply, by his despatch of the 31st of January, 1834, that he had been assured by Admiral de Rigny, "that no intention existed on the part of the French Government to place the fort or roadstead of Portendic, or any other part of the coast in question, under blockade."

No subsequent communication in writing on this subject is to be found in this Office; and I have no recollection of any verbal communications between myself and the French Ambassador, by which the consent of His Majesty's Government was given to the blockade in question.

Secondly: the proclamation of the Governor of Senegal leaves it a matter of doubt, whether the blockade is a belligerent blockade established against a territory belonging to an enemy, or whether it is a measure of municipal regulation, interdicting intercourse with territory belonging to France.

If the blockade is to be considered as an exercise of the usual belligerent right, then it must be observed that the coast which is placed under blockade, is not the territory of the Trazars, with whom the French are at war; that it is neutral ground, permanently inhabited by no particular tribe of Moors, but resorted to during the gum season by several tribes with whom the French are not at war, and whose trade with the English the French cannot be entitled to prevent, merely because of a war between Senegal and the Trazars; and it is also to be remarked, that it would be somewhat strange that a French authority should place under blockade as an enemy's port, and thus interdict to British commerce, a place which by treaty Great Britain acknowledges and guarantees to be a possession of the French Crown.

Portendic was ceded to France in 1783, and His Majesty's Government are not aware that it has since been wrested from France by conquest. As a French possession, British merchants have a right to trade to it; France never has called upon Great Britain to make good her guarantee by assisting to defend Portendic; and if the French Government, for its own convenience, has thought fit to abandon the fort and to leave the bay unoccupied, it cannot by such an arrangement defeat the rights secured to British subjects by the Treaty.

If Portendic had been wrested from France by the Trazar Moors, France might have called upon Great Britain to make good her guarantee, but could not have been entitled to interdict the commerce of British subjects with Portendic, unless Great Britain had refused to fulfil the engagements contained in the Treaty.

But, in point of fact, Portendic has not been conquered by any enemy of France, and is at present either uninhabited and unoccupied, or else a district occasionally frequented by tribes not at war with France.

If the blockade is to be considered as a municipal regulation, interdicting for a time an intercourse with a possession belonging to the French Crown, then that regulation, which could only be justified in any case by urgent necessity, and which, in this case, could scarcely be reconciled with the Treaty of 1783, ought to be limited to the extent of the exigency, and should be impartial in its operation.

It ought to be confined to warlike supplies, such as arms and ammunition and should not extend to articles of peaceful commerce; and it ought, moreover,

to apply to all the French territory on the coast, as well as to Portendic; to the River Senegal as well as to the sea shore; it being well known that while the Governor of Senegal turns away British commerce from Portendic, on pretence that such commerce indirectly gives succour to the Trazars, he permits an extensive commerce up the Senegal between French merchants and the tribe of Bracknas, which tribe are the intermediate agents between those French merchants and the Trazars.

Thirdly: the terms of this blockade are not consistent with the usual practice and law of nations on such matters. A distinction is drawn between the manner in which British ships and the ships of other nations are to be dealt with. If the right was clear and undoubted, why make this distinction? Was it because no ships except British ships were likely to be found trading in that quarter? and was it wished, therefore, to give the appearance of an indulgence towards British ships to a measure which was really one of aggression, and exclusively applying to British subjects? Then, again, the blockade is to last two months after the termination of the war upon which it is grounded; a pretension totally inconsistent with the law of nations, even if the blockade itself were free from any objection whatever.

But, lastly: the geographical limit of the blockade seems clearly to denote that it was levelled at British commerce alone, and intended to defeat that particular right which was secured by the Treaty of 1783; for it curiously happens that the limits of the blockade are precisely the limits within which the 11th Article of the Treaty of 1783 reserves for British subjects the free liberty of trading in gum.

I have received upon this subject from the Secretary of State for the Colonies, the letter of which, together with its inclosures*, I send you a copy; and I have had two interviews with a deputation of British merchants interested in the African gum trade. The subject is one which has excited a strong feeling among a large class of persons, and which, if it be not soon satisfactorily adjusted, will undoubtedly be brought into discussion in Parliament.

I had a conversation on this matter a week ago with Count Sébastiani, and, having explained to him the state of the case, I requested him to propose to his Government that the blockade should be discontinued, until the two Governments can come to an amicable understanding as to the respective rights of the two Crowns in this matter; and I urged upon him the expediency that no delay should take place in sending out the orders to suspend the blockade, because this is the particular season at which ships destined for the African gum trade are dispatched from hence; and because, as His Majesty's Government cannot give their sanction to the blockade by officially announcing that it has been imposed, merchant-ships will sail from hence with their cargoes for Portendic; and if they are stopped, as of course they will be, by the French cruizers, fresh claims against the French Government will arise out of such transactions, and fresh subjects of unpleasant discussion between the two Governments.

His Majesty's Government, therefore, animated by the sincerest desire to prevent the occurrence of any questions which, by enlisting on opposite sides, national interests and national feelings, might disturb the harmony which so happily prevails between the two countries, instruct you to express their earnest wish that the French Government would, for the present, suspend the blockade in question, until the two Governments can come to an amicable understanding upon the respective rights of the two Crowns.

You are instructed to communicate this despatch and its inclosures to the Duc de Broglie.

I am, &c:,
(Signed) PALMERSTON.

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* See No. 1, with its inclosures, 1 to 7.

No 3.

Viscount Palmerston to Mr. Aston.

(No. 2.)
Sir, *Foreign Office, May* 19, 1835.

YOU will leave in the hands of the Duc de Broglie* my despatch No. 1, upon the subject of the blockade of Portendic, specially drawing his attention to the opinion given upon that subject by the King's Advocate, which you will find among the inclosures; and you will explain to the Duc de Broglie how urgent this matter is in point of time, in consequence of this being the season of the year at which the merchants send off their ships for the gum trade, that trade being chiefly limited to the months of June, July, and August.

When I spoke upon this subject the other day with Count Sébastiani, he seemed to wish to connect this question with that of Albreda, and hinted that the two might be arranged by the British Government giving orders that the French settlement at Albreda should not be molested, while the French Government, on the other hand, should revoke the blockade of Portendic.

To this arrangement I objected, observing that the two questions of Albreda and Portendic are separate and distinct from each other, and must each of them be dealt with upon their own grounds; and if the Duc de Broglie should repeat to you the same proposition which was made to me by Count Sébastiani, you are instructed to reply to it in the same manner, observing, moreover, that, in our view of the matter, British interests are, in both of these cases, suffering from acts of aggression on the part of French authorities, and that consequently the elements of a compromise do not exist, since there is no agression on one side to be set off against an aggression on the other.

I am, &c.,
(Signed) PALMERSTON.

No. 4.

Earl Granville to Viscount Palmerston.—(*Received June* 8.)

(No. 9.)
My Lord, *Paris, June* 5, 1835.

I HAVE now the honour to forward to your Lordship copies of a note I have received from the Duc de Broglie, and of a report from the Minister of Marine, in answer to the communication which Mr. Aston was directed to make to the French Government of your Lordship's despatch and its several inclosures.

I regret to perceive that the Minister of Marine declines to accede to the request for the immediate suspension of the blockade; but he states that, in consequence of your Lordship's representation respecting its intended duration (of two months), after the termination of the present contest with the Moors, he will direct that the blockade be raised immediately upon the conclusion of peace. His Excellency moreover expresses his anxious wish to facilitate an amicable settlement of the other differences which exist upon this question.

Your Lordship will also observe that the Duc de Broglie announces it to be his intention to take the subject again under consideration, in order to come to some arrangement by which the interests of both countries may be respectively secured.

* M. de Rigny, Minister of Marine, when this correspondence commenced, and subsequently Minister for Foreign Affairs, is now dead.

I have not since the receipt of the Duc de Broglie's note, had an opportunity of discussing the question with his Excellency, but I shall not fail to call his attention to it at an early day.

I have, &c.,
(Signed) GRANVILLE.

Inclosure 1 in No. 4.

The Duc de Broglie to Earl Granville.

Monsieur l'Ambassadeur, *Paris, le* 31 *Mai*, 1835.

JE me suis empressé de communiquer à M. le Ministre de la Marine les observations dont le Gouvernement de Sa Majesté Britannique avait chargé M. Aston de m'entretenir sur la mise en état de blocus de la Baie de Portendic par les autorités Françaises du Sénégal.

J'ai l'honneur de vous envoyer copie de la réponse que M. l'Amiral Duperré vient de m'adresser.

Je me réserve d'ailleurs d'examiner de nouveau cette affaire avec toute l'attention que méritent les réclamations auxquelles elle a donné lieu de la part du Gouvernement de Sa Majesté Britannique ; et votre Excellence peut compter qu'en me livrant à cet examen, je m'appliquerai particulièrement à rechercher s'il existe quelque moyen praticable de concilier les intérêts respectifs des deux pays.

Agréez, &c.,
(Signé) DE BROGLIE.

[For translation, see page 318.]

Inclosure 2 in No. 4.

Report from Admiral Duperré to the Duc de Broglie.

M. le Duc et cher Collègue, *Paris, le* 27 *Mai*, 1835.

VOUS m'avez adressé, le 23 de ce mois, divers documens qui vous ont été remis par M. le Ministre d'Angleterre, au nom de son Gouvernement, et qui se rapportent au blocus de la Baie de Portendic par nos forces navales.

Lord Palmerston, dans une lettre du 19 Mai, qui fait partie de ces documens, élève, au sujet de ce blocus, diverses objections auxquelles je répondrai.

Il est nécessaire d'abord d'établir deux faits que Lord Palmerston paraîtrait contester : C'est que le territoire de Portendic n'est et ne peut être considéré comme neutre, mais bien comme territoire Français, puisqu'il a été cédé à la France par un traité authentique ; j'ajouterai, que la tribu des Trarzas est bien celle qui habite cette partie des possessions Françaises, et qu'aucune autre tribu ne s'y est concurremment établie, du moins depuis la rétrocession du Sénégal à la France par le Traité de 1814.

Il n'est pas moins avéré que c'est aux Trarzas que les bâtimens Anglais ont porté des armes et des munitions de guerre au commencement de 1834, et que c'est par l'effet de ce ravitaillement, que ces Maures ont pu reprendre et maintenir l'état de guerre qui cause au commerce Français de si grands dommages. Dans de telles circonstances, le Gouvernement n'avait plus d'autre mesure à prendre que de priver ses ennemis des secours qu'ils étaient parvenus à se procurer, et c'est alors en effet qu'il s'est déterminé à mettre en état de blocus les points de la côte par lesquels des chargemens d'armes et de munitions pouvaient leur être apportés du dehors.

Je n'ai pas à rappeler ici à votre Excellence que la légitimité de cette mesure a été pleinement reconnue par le Département des Affaires Etrangères, tant à l'époque actuelle, qu'à une époque antérieure (7 Avril, 1829), où il avait été question d'y recourir par les mêmes motifs. Quant aux doutes que Lord

Palmerston parait avoir conçus à cet égard, ils pourront sans doute être dissipés par ce qu'écrivait Mr. Canning, le 10 Novembre, 1826, à notre Ambassadeur, qui avait demandé des explications sur une déclaration de blocus faite par le Gouverneur Anglais de Sierra Leone, lequel comprenait 40 lieues de côte sur un territoire qui n'appartient pas à l'Angleterre. (Depuis Camalay jusqu'au Cap de Monte.)

"Le dit blocus," dit Mr. Canning, "était légitime, puisqu'il provenait d'un état d'hostilités avec les naturels de la côte. Son objet l'était aussi puisqu'il avait lieu pour forcer ces naturels à conclure la paix. On reconnait que ce blocus a été réel, puisque des navires ont essayé en vain de le forcer."

Le blocus de Portendic a absolument les mêmes caractères que celui qu'avaient déclaré les Anglais en 1826. Comme celui-ci, il provient d'un état réel d'hostilités avec les naturels de la côte; il n'est pas moins réel que son objet est uniquement de forcer ces naturels à conclure la paix; enfin ce blocus est effectif puisqu'une division navale a été envoyée à cet effet à Portendic.

Ces faits étant établis, je vais examiner maintenant les objections que Lord Palmerston a consignées dans sa dépêche.

La première porte sur ce qu'aucune communication n'a été donnée à son département au sujet du blocus; on doit le regretter, si le silence de notre Ambassadeur n'a pas eu quelque motif plausible, qu'au reste je n'aperçois pas. C'est à votre Excellence qu'il appartient de donner sur ce point les explications auxquelles il peut y avoir lieu.

La seconde a pour objet de faire déclarer si le blocus est un blocus de guerre ou une mesure de police locale (municipal regulation). C'est en caractérisant le blocus de guerre que Lord Palmerston énonce que la côte bloquée est un territoire neutre qui n'est habité par aucune tribu permanente; objection qui tombe devant les faits que j'ai relatés plus haut. Lord Palmerston remarque, à cette occasion, qu'il serait quelque peu étrange de voir une autorité Française mettre en état de blocus comme territoire ennemi, et interdire ainsi au commerce Anglais, un point que la Grande Bretagne a, par un traité, reconnu et garanti comme possession Française. La mesure ne serait étrange que si elle était dirigée contre le commerce Anglais, et il n'en est pas ainsi, puisqu'elle est dirigée contre un peuple ennemi, et dans le seul but de forcer ce peuple à faire la paix. Quant au fait de la garantie qui a été stipulée par l'Angleterre en faveur de la France, Lord Palmerston sait bien que dans le Traité de 1783, comme dans tous les traités, on stipule des garanties réciproques, et que la Puissance qui garantit ne conserve sur le territoire cédé ou rendu, que les droits ou privilèges qui lui ont été explicitement concédés.

L'Angleterre s'est réservé par le Traité de 1783, la faculté de faire le commerce de la gomme à la côte de Portendic, à la condition de n'y former aucun établissement permanent; c'est le seul droit dont elle puisse exciper.

L'autorité Française du Sénégal avait restreint l'exercice de ce droit dans des limites peut-être trop étroites; vous aurez vu, M. le Duc, par la copie que je vous ai adressée de ma dépêche à M. Pujol, du 12 Décembre dernier, que je lui ai prescrit de suivre une interprétation plus large et plus en harmonie avec les sentimens d'affection qui lient les deux nations; ainsi, sur ce point, toute satisfaction est donnée au Ministère Anglais; mais mes instructions à cet égard ne s'appliquent qu'à l'état de paix et non à l'état de guerre, lequel suspend forcément l'effet de toutes les stipulations incompatibles avec le soin de la défense; c'est, au surplus, ce que Lord Palmerston finit par reconnaître lui-même, lorsqu'il énonce que "Si le blocus doit être considéré cnmme une mesure de police locale qui a pour objet d'interdire momentanément tout commerce avec une possession Française, alors cette mesure qui, dans toute hypothèse, ne pourrait être justifiée que par une absolue nécessité, doit avoir pour limites cette nécessité même."

Ainsi, comme il n'y a pas de doute sur l'absolue nécessité de la mesure, puisque c'est le seul moyen de mettre un terme à la guerre avec les Trarzas, comme il a été bien établi que les dispositions faites cesseront aussitôt après le

rétablissement de la paix, elles se trouvent, de l'avis même de Lord Palmerston, complètement justifiées.

A la vérité, Lord Palmerston ajoute, que la mesure doit se borner à l'interdiction des armes et munitions de guerre, et qu'elle ne doit pas comprendre les articles de commerce hors de cette catégorie. J'aurais désiré qu'il en pût être ainsi, et j'ai cherché franchement comment on pourrait laisser subsister en ce sens les communications même commerciales avec les Trarzas; mais je n'ai pu parvenir à trouver des moyens praticables, et j'ai reconnu, au contraire, que rien ne serait plus propre à amener des différends et même des collisions graves.

En effet, cette dernière disposition, telle que l'entend Lord Palmerston, impliquerait l'exercice par les croiseurs Français, du droit de visiter tout bâtiment qui se présenterait devant Portendic, et par suite, du droit de saisir dans le cas où on trouverait à bord des armes, munitions, ou marchandises dites contrebandes de guerre.

Ce n'est pas tout: Comment supposer que nous pourrions souffrir la présence de nos ennemis sur un territoire Français, sans chercher à les déloger au moyen de l'artillerie de nos croisières, ou à les faire poursuivre par des troupes ou des détachemens de nos vaisseaux? Comment ne pas craindre, dans ce cas, que les commerçans étrangers ne soient atteints par nos boulets, et comment garantir alors leurs personnes et même leurs propriétés.

Je n'ai pas cru que l'on pût, avec la perspective de semblables conséquences, admettre une sorte de blocus mixte tel que celui que Lord Palmerston désigne sous le nom de "*municipal regulation*;" je dois croire, au surplus, que lorsqu'il aura entrevu tous les dangers qu'il serait propre à faire naître, le noble Lord ne balancera pas à y renoncer.

Il me reste à parler d'une objection qui porte sur les termes mêmes de la déclaration du blocus. Lord Palmerston se plaint de la distinction établie entre les bâtimens Anglais et ceux des autres nations.

Il se plaint en outre, que le blocus doive se prolonger deux mois après la fin de la guerre qui en est le motif.

La distinction au sujet de laquelle Lord Palmerston réclame, n'est point, comme il paraît le croire, un acte d'indulgence, encore moins d'agression, mais bien un acte de bienveillance et de bon voisinage.

Quant au délai de deux mois, il peut s'expliquer par l'expérience acquise de la mauvaise foi des Maures, dont on a cru avoir besoin de surveiller la conduite, avant de leur laisser la faculté de se procurer des armes et des munitions de guerre.

Je me proposais, au surplus, de faire abréger ce délai, et, pour remplir le vœu de Lord Palmerston, je donnerai des ordres pour que le blocus soit levé dès le lendemain de la conclusion de la paix avec les Trarzas.

Le noble Lord reconnaîtra sans doute que cette satisfaction est la seule qui puisse lui être donnée, et j'en éprouve personnellement un vif regret; mais les détails dans lesquels je viens d'entrer, vous convaincront, M. le Duc, que je ne puis indiquer aucun moyen de remplir ses vues.

Si cependant votre Excellence jugeait possible de substituer au blocus tel qu'il est établi, une disposition qui, sans en atténuer l'effet, quant à notre état de guerre avec les Trarzas, pût rentrer dans les vues de Lord Palmerston, elle me trouverait disposé à y donner mon assentiment, n'ayant rien tant à cœur que de préserver, en ce qui me concerne, nos relations avec le Ministère Britannique de toute espèce de trouble.

J'ai lieu d'espérer, au surplus, que les circonstances qui ont amené l'état exceptionnel dans lequel j'ai été forcé de placer notre possession de Portendic, ne tarderont pas à cesser. J'ai l'honneur de vous communiquer une lettre que je viens de recevoir de M. le Gouverneur du Sénégal sous la date du 30 Mars, et qui me parait propre à faire considérer comme prochaine la conclusion de la paix avec les Trarzas.

Agréez, &c.,
(Signé) DUPERRÉ.

P.S.—Entre les deux moyens de poursuivre la guerre contre notre ennemi, et de le contraindre à la paix, on peut opter pour le dernier, si on le

croit moins préjudiciable aux intérêts des neutres, mais dès-lors les forces navales stationnées devant Portendic devraient être autorisées à agir comme il a dit, et d'après les lois de la guerre, contre tout navire qui se présenterait sur ce point, avec armes, munitions, ou marchandises dites de contrebande de guerre, et tenterait d'en approvisionner l'ennemi; ceci convenu, des ordres seraient immédiatement donnés.

(Signé) D.

[For translation, see page 318.]

No. 5.

Viscount Palmerston to Earl Granville.

(No. 18.)

(Extract.) *Foreign Office, July* 2, 1835.

THE Law Adviser of the Crown has been called upon for his opinion upon the statements contained in Admiral Duperré's note of the 27th of May, inclosed in your Excellency's despatch No. 9; and it is fitting that your Excellency should be apprized that, in the opinion of that officer, the positions attempted to be maintained by the French Minister are untenable.

Admiral Duperré assumes it as a fact, that the tribe of Trazars, with whom it is represented that the French Colony of Senegal is at war, is the only tribe inhabiting that part of the coast which has been placed in a state of blockade by the French authorities; whereas it is placed beyond a doubt by the despatches of the Governor of the British Settlement of the Gambia, and by other evidence, that the Trazars do not inhabit the coast at all, and merely come down from the interior, in common with various other tribes of Moors, —with whom it is not pretended that any hostilities exist,—for the purpose of carrying on the gum trade during the season. This circumstance, independently of the stipulations of the Treaty of 1783, materially distinguishes the case from that to which Admiral Duperré endeavours to assimilate it, namely, the blockade mentioned in Mr. Secretary Canning's letter of the 10th of November, 1826, and entirely destroys the foundation upon which the whole of his argument rests.

I am, accordingly, to instruct your Excellency to urge upon the French Government the extreme importance of an immediate arrangement of this question, which, if not settled forthwith, will involve both Governments in the greatest embarrassments.

The British merchants continue to insist upon their right to receive protection from their Government. They complain bitterly of the delay which has taken place; and they affirm that, at this season of the year, if they are prevented from embarking in their ordinary and lawful commercial adventures, the greatest losses will be occasioned to them; and that every day's delay tends to increase the amount of compensation which they shall look to His Majesty's Government to recover for them from that of France.

It is so obviously the interest of both Governments to avoid the unpleasant feelings to which the discussion of these claims cannot fail to give rise, that I have to instruct your Excellency to propose to the Duc de Broglie, that immediate orders should by issued by the French Government for raising the blockade, leaving for discussion hereafter the questions upon which the Duc de Broglie proposes to communicate with your Excellency.

It may be as well, also, that your Excellency should be apprized with reference to the postscript to Admiral Duperré's letter, that, although His Majesty's Government do not see any objection, with reference to the law and practice of nations, to the principle of the suggestion that the pretended blockade of Portendic should be raised, on condition that the French cruizers should be allowed to prevent arms and articles contraband of war, and destined for the Trazars, from being landed on the coast of Portendic, it would nevertheless be necessary to use great caution in regulating such a course of proceeding, because the whole conduct of the Governor of Senegal manifestly

evinces a determination to destroy the commerce of British merchants, and to secure to France a monopoly of the gum trade. His Majesty's Government would indeed hope that the French Government possess too high a sense of honour to countenance so unjust an attempt; but the interest which His Majesty's trading subjects have in the matter, imperatively calls for the greatest care on the part of His Majesty's Government.

No. 6.

Earl Granville to Viscount Palmerston.—(*Received July* 9.)

(No. 57.)

My Lord, *Paris, July* 6, 1835.

I RECEIVED your despatch of the 2nd of July, No. 18, on Saturday last, and on the same day communicated its contents to the Duc de Broglie.

I did not fail to call his Excellency's attention to the extreme importance of the immediate arrangement of this question. I observed to him that, after an opinion had been given by our law authorities that the blockade of Portendic was inconsistent with the law of nations, and a violation of the rights secured to Great Britain by treaty, it would be scarcely possible for His Majesty's Government to resist the demand made by our merchants, that adequate protection should be afforded against the interruption of their trade by the French cruizers on that coast.

The Duc de Broglie observed to me, that the soundness of a legal opinion depended upon the truth of the case on which it was founded, and that the representation made to the British Government in regard to the Trazars and the other tribes, were at variance with the information received by the French Government; and that it would be right to examine which of the two statements was erroneous.

I replied that the circumstances would not admit of delay; that our merchants engaged in the gum trade would be ruined, if the interdiction of it were continued; and that the French Government should consider how inconvenient it might be to afford that compensation, to which our merchants would be entitled, if the blockade of Portendic should turn out to have been illegally established. I told the Duc de Broglie that, in the course of the evening, I would address to him an official note to the same effect as the despatch which I had communicated to him, and that I trusted he would enable me to transmit to your Lordship, by my messenger of Monday, a satisfactory answer.

I inclose a copy of my note.

I have this morning seen the Duc de Broglie; his Excellency said that he had been conferring with Admiral Duperré on the question of the blockade, who was very positive that your Lordship has been misled by the representations of our merchants; that no tribes intervened between Portendic and the Trazars; that the trade in gum, until the war, was not carried on at all through Portendic; that the season for that trade began in the end of December, and ended in May; and that, therefore, there could not exist that pressing necessity for raising the blockade which had been represented to your Lordship; that he expected daily despatches from Senegal in reply to instructions which he had sent to the Governor, directing him to use his best endeavours to conclude a peace with the Trazars, but, failing in that object, to endeavour, by other means than the blockade, to prevent their being supplied with arms and ammunition.

The Duc de Broglie, however, added, that they had agreed on proposing to His Majesty's Government to substitute for the blockade an arrangement for visiting merchant-vessels, for the purpose of preventing the introduction of contraband articles of war; that the drawing up this arrangement required some consideration; that he could not, therefore, give his answer to my note this day, but that to-morrow or Wednesday I might depend upon receiving it.

I, however, pressed him to let me have some written communication, which I might transmit to your Lordship by the messenger of this evening. I now inclose a copy of a note I have in consequence just received.

I have, &c.,
(Signed) GRANVILLE.

Inclosure 1 in No. 6.

Earl Granville to the Duc de Broglie.

Monsieur le Duc, *Paris, July* 4, 1835.

HIS Majesty's Government have been anxiously expecting to receive the further communication from the French Government, upon the subject of the blockade of Portendic, which, it would appear from your Excellency's note of the 31st May, it was your Excellency's intention to transmit to me.

The Law Adviser of the Crown has in the mean while been called upon for his opinion upon the statement contained in Admiral Duperré's note of the 27th May; and it is fitting that I should apprize your Excellency that, in the opinion of that officer, the positions attempted to be maintained by the French Minister of Marine are considered by him untenable.

Admiral Duperré assures it as a fact, that the tribe of Trazars, with whom it is represented that the French Colony of Senegal is at war, is the only tribe inhabiting that part of the coast which has been placed in a state of blockade by the French authorities; whereas, it is placed beyond a doubt, by the despatches of the Governor of the British Settlement of the Gambia, and by other evidence, that the Trazars do not inhabit the coast at all, and merely come down from the interior, in common with various other tribes of Moors,—with whom it is not pretended that any hostilities exist,—for the purpose of carrying on the gum trade during the season. This circumstance, independently of the Treaty of 1783, materially distinguishes the case from that to which Admiral Duperré assimilates it, namely, the blockade mentioned in Mr. Secretary Canning's letter of the 10th November, 1836, and entirely destroys the foundation upon which the whole of his argument rests.

I am, accordingly, instructed by my Government to urge upon the French Government, the extreme importance of an immediate arrangement of this question, which, if not settled forthwith, will, it is apprehended, involve both Governments in the greatest embarrassments.

The British merchants continue to insist upon their right to receive protection from their Government. They complain bitterly of the delay which has taken place; and they affirm that, at this season of the year, if they are prevented from embarking in their ordinary and lawful commercial adventures, the greatest losses will be occasioned to them; and that every day's delay tends to increase the amount of compensation which they shall look to His Majesty's Government to recover for them from that of France.

It is so obviously the interest of both Governments to avoid the unpleasant feelings to which the discussion of these claims cannot fail to give rise, that I am directed to propose to your Excellency, that immediate orders should be issued by the French Government for raising the blockade, leaving for discussion hereafter, the questions which your Excellency proposes to take into consideration.

With respect to the postscript to Admiral Duperré's letter, His Majesty's Government do not see any objection, with reference to the law and practice of nations, to the principle of the suggestion that the blockade of Portendic should be raised, on condition that the French cruizers should be allowed to prevent arms and articles contraband of war, and destined for the Trazars, from being landed on the coast at Portendic; but they consider that it would nevertheless be necessary to use great caution in regulating such a course of proceeding, because the whole conduct of the French authorities of Senegal gives too much

reason to apprehend a disposition to destroy the commerce of British merchants, and to secure to France the monopoly of the gum trade.

His Majesty's Government feel confident that the French Government possesses too high a sense of honour to countenance so unjust an attempt; but the interest which His Majesty's trading subjects have in the matter, imperatively calls for the greatest care on the part of His Majesty's Government.

The importance which His Majesty's Government attaches to this question, and the anxiety with which they await its satisfactory solution, induce me again to urge upon your Excellency's attention the necessity of coming to an early decision.

I have, &c.,
(Signed) GRANVILLE.

Inclosure 2 in No. 6.

The Duc de Broglie to Earl Granville.

Monsieur l'Ambassadeur, *Paris, ce 6 Juillet*, 1835.

J'AI reçu la lettre que vous m'avez fait l'honneur de m'adresser le 4 de ce mois, relativement au blocus de la Baie de Portendic. Je me suis empressé d'en donner communication à M. le Ministre de la Marine. Ce Ministre doit incessamment m'apprendre de quelle manière il a compris que la visite pourrait être substituée au blocus. J'espère être sous deux ou trois jours au plus tard, en mesure de faire connaître sa réponse à votre Excellence.

Agréez, &c.,
(Signé) DE BROGLIE.

[For translation, see page 321.]

No. 7.

Earl Granville to Viscount Palmerston.—(Received July 13.)

(No. 61.)

My Lord, *Paris, July 10*, 1835.

WITH reference to my despatch No. 57, I have now the honour to transmit to your Lordship copy of the note which I have received from the Duc de Broglie upon the subject of the blockade of Portendic, inclosing to me the answer of the Minister of Marine to the representation addressed to the French Government upon that question.

Your Lordship will observe, that the Duc de Broglie expresses the readiness of the French Government to cause the blockade to be suspended, so soon as I shall be enabled to inform his Excellency that His Majesty's Government have agreed to the proposal contained in Admiral Duperré's letter to substitute for that measure the authority to visit and search British vessels trading to that part of the coast of Africa, in order to prevent the introduction of arms or articles contraband of war.

I have, &c.,
(Signed) GRANVILLE.

Inclosure 1 in No. 7.

The Duc de Broglie to Earl Granville.

Monsieur l'Ambassadeur, *Paris, 9 Juillet*, 1835.

EN réponse à la lettre que votre Excellence m'a fait l'honneur de m'écrire le 4 de ce mois, au sujet des plaintes formées par les commerçans Anglais contre le blocus de Portendic, j'ai l'honneur de vous envoyer ci-jointe la copie de

celle que je viens de recevoir de M. le Ministre de la Marine. Veuillez la transmettre au Gouvernement de Sa Majesté Britannique. Les explications qu'elle contient, les dispositions qui y sont annoncées, lui donneront la mesure des sentimens équitables et concilians qui, dans cette question, comme dans toutes les autres, n'ont cessé de diriger l'Administration Française. Je n'ai pas besoin d'ajouter que les commandans de nos croisières seront munis d'instructions qui leur prescriront d'apporter dans l'exercice du droit de visite tous les égards compatibles avec son efficacité.

Je dois vous faire remarquer, d'ailleurs, que Lord Palmerston s'est trompé, lorsqu'il vous a indiqué la saison actuelle comme un motif urgent de presser la solution de cette affaire. Les renseignemens que j'ai recueillis me prouvent, en effet, que la récolte et l'exportation de la gomme ne commencent qu'à la fin de Décembre, et sont terminées dans les premiers jours de Mai. La prolongation de l'état de choses actuel n'aurait donc, d'ici à cinq mois, aucun inconvénient pour le commerce Anglais. Néanmoins, nous nous empresserons d'y mettre un terme, dès que votre Excellence m'aura fait connaître les intentions définitives de son Gouvernement.

(Signé) DE BROGLIÉ.

[For translation, see page 321.]

Inclosure 2 in No. 7.

Admiral Duperré to the Duc de Broglie.

M. le Duc, *Paris, le 8 Juillet,* 1835.

VOUS m'avez fait l'honneur de me transmettre une note que vous a adressé M. l'Ambassadeur d'Angleterre, par suite de la communication que vous lui aviez donnée de ma lettre du 27 Mai dernier, concernant le blocus de Portendic.

Je m'empresse de vous adresser ma réponse à la note de Lord Granville.

Je commence par déclarer, que le Gouvernement de Sa Majesté Britannique a été induit en erreur, lorsqu'on l'a porté à croire que les Trarzas ne sont pas les seuls qui entretiennent des relations avec la Baie de Portendic. J'affirme de nouveau, qu'il résulte de nombreux documens déposés au Département de la Marine, qu'aucune autre peuplade n'a frequenté habituellement, ni même accidentellement, cette partie de la côte ; j'avais eu soin, au surplus, d'interroger sur le fait dont il s'agit, plusieurs fonctionnaires de mon département, qui, à diverses époques, ont occupé des emplois dans nos établissemens de l'Afrique Occidentale. Tous ont confirmé ce que j'ai eu l'honneur de vous mander à ce sujet. M. Durand, ancien Directeur de la Compagnie du Sénégal, qui a écrit en 1802 un voyage fait au Sénégal pendant les années 1785 et 1786, s'explique formellement dans le même sens ; et l'on trouve même dans la relation du *Père Labat*, un Traité du 6 Mars, 1723, entre M. Froger de la Rigaudière *et le Chef des Maures Trarzas*, lequel se qualifie de *Maître de l'Escale de Portendic et du Territoire d'Arguin.*

L'argument qui tend à attaquer sous ce rapport le blocus, est donc dénué de fondement, et dès-lors le Gouvernement Français, en consentant à faire cesser le blocus, ne cède absolument qu'au désir qu'il a de donner au Gouvernement Britannique, dans cette occasion, un nouveau témoignage de ses vues de conciliation.

Je passe à l'examen de la seconde partie de la note de Lord Granville. Il est dit, qu'en ce qui concerne le P.S. de ma lettre, le Gouvernement de Sa Majesté Britannique n'aperçoit aucune objection, sous le rapport du droit des gens, au principe de la proposition d'après laquelle la levée du blocus n'aurait lieu qu'autant que la croisière Française serait autorisée à empêcher le débarquement des armes et des munitions de guerre destinées pour les *Trarzas.*

Lord Granville regarde seulement comme indispensable d'apporter les plus grands ménagemens dans les règles à tracer pour ce système de croisière.

L'offre que j'ai faite de substituer au blocus la visite des bâtimens Anglais qui se présenteraient dans la Baie de Portendic étant acceptée par le Gouvernement Britannique, je vais indiquer quelles sont les mesures qu'il me parait nécessaire d'adopter pour l'exécution du nouveau système dont il s'agit.

Les règles d'après lesquelles le droit de visite s'exerce à borddes bâtimens, n'ont pas besoin d'être relatées : mais pour éviter toute fraude, toute infraction, ce droit de visite s'étendra aux embarcations, lesquelles y seront soumises avant de toucher la terre.

Les bâtimens arrêtés en contravention seront soumis à toute la rigueur du droit maritime.

Avant de terminer cette lettre je crois devoir rappeler ici que la levée du blocus étant une concession faite uniquement à nos relations de bonne amitié avec le Ministère Britannique, le Gouvernement Français entend user contre les Trarzas, ses ennemis, de tous les droits de la guerre, quelle que soit la situation où ils puissent se présenter à nos armes ; ainsi ils seront poursuivis et combattus à outrance par nos bâtimens de guerre et par nos troupes, partout où ils se présenteraient. C'est le seul moyen de mettre un terme à une guerre injuste ; et il ne faut pas laisser ignorer au Ministère Anglais que si, malgré toutes les précautions qui seront loyalement prises par les deux Gouvernemens, la levée du blocus avait pour effet de fournir aux Trarzas, qu'on dit être maintenant réduits aux abois, des moyens de rendre la guerre interminable, nous nous verrions forcés d'en revenir, après les avertissemens convenables, à une nouvelle déclaration de blocus, comme au seul moyen d'amener une prompte et solide pacification.

(Signé) DUPERRÉ.

[For translation, see page 321.]

No. 8.

Viscount Palmerston to Earl Granville.

(No. 25.)

My Lord, *Foreign Office, July* 13, 1835.

YOUR Excellency's despatch No. 61 has been received at this office, and His Majesty's Government have learnt with great pleasure that the French Government has agreed to discontinue the blockade of the coast of Africa from Portendic to the River St. John, upon condition that the French cruizers on that station shall continue to exercise the belligerent right of searching neutral merchantmen entering the Bay of Portendic, in order to see that they do not and arms and ammunition for the supply of the Trazars, with whom the French are at war.

His Majesty's Government still retain the opinion, which I have communicated to your Excellency, that the coast in the neighbourhood of Portendic is not occupied by the Trazars ; and that it is only occasionally frequented by small numbers of that tribe, who come down to it, in common with people belonging to several other tribes of Moors, for the purposes of commerce, at certain seasons of the year.

This opinion is founded upon reports and statements of recent date, coming from various persons both in England and in Africa, and its correctness would not be disproved, even if it should appear, as alleged by Admiral Duperré, that, in the year 1723, or even in 1786, half a century ago, a different state of territorial possession existed on that coast.

It is well known that the political condition of the tribes in Africa is subject to great changes in the course of years ; and that large districts of country pass occasionally from one set of masters to another.

But His Majesty's Government are desirous of comparing, in the most friendly and candid spirit, the information which they have received on this point, with that which has reached the French Government, in order to see which way the truth lies ; and it will, perhaps, be desirable that each Govern-

ment should call upon its authorities on the coast of Africa to state such facts as they may be able to ascertain, bearing upon this question.

With regard also to the time of year when the gum trade is carried on, His Majesty's Government have again received statements which are entirely at variance with those which have been made to the Government of France, and we cannot but believe that assertions so opposite, must relate to different things and to different places. It is possible that the gum trade in the River Senegal may be carried on at one season of the year, and that in the Bay of Portendic at another. But the correctness of the assertions made to the British Government, with regard to the season for the gum trade at Portendic, is proved by the fact that it was between the months of May and August of last year, that several British ships were turned away from the Bay of Portendic by French cruizers; and this will appear in the statement of the claims for compensation for those acts of violence which the owners of those vessels are preparing to prefer to the French Government.

There is, therefore, no time to be lost in making known to our merchants here the arrangement agreed upon by the two Governments, and in sending out corresponding orders to the naval and military authorities on the coast of Africa.

I have already made the arrangement known to our merchants here, a deputation from whom came to me to-day; and I shall, to-morrow morning, transmit copies of your despatch and its inclosures to the Lords of the Admiralty, and to the Secretary of State for the Colonial Department, in order that proper communications may be made to the Governor of the Gambia, and to the naval officer in command on the coast. The latter will be instructed to make known to the French naval officers in command, the arrangement between the two Governments. Your Excellency is instructed to say to the Duc de Broglie how desirable it is that the French Government should also send out some fast-sailing ship to the Bay of Portendic, with a communication to the French naval commanders, in order that no misunderstanding should take place between them and the British cruizers employed to protect our trade.

With regard to the search for contraband of war, we admit that the French, as long as they are at war with the Trazars, have a belligerent right of search for such articles; and our cruizers will be instructed not to interfere with the exercise of that ordinary right. We are perfectly convinced that the French Government will give such orders as may be necessary to prevent any abuse in its exercise.

I am, &c.,
(Signed) PALMERSTON.

No. 9.

Viscount Palmerston to Earl Granville.

(No. 28.)

My Lord, *Foreign Office, July* 14, 1835.

HIS Majesty's sloop "Pike," now under orders for the coast of Africa, will be detained at Plymouth till the end of the week, in hopes that I may by that time receive from your Excellency some authentic communication from the French Government to the French naval officer in command off Portendic, which might be conveyed by the "Pike," and which, by making known to the French naval officer the arrangement agreed upon by the two Governments, might prevent the chance of collision between the ships of war of the two nations.

Your Excellency is instructed to request the French Government to furnish you with some such document, and to transmit it to me without delay.

I am, &c.,
(Signed) PALMERSTON.

No. 10.

Earl Granville to Viscount Palmerston.—(Received July 20.)

(No. 72.)

My Lord, *Paris, July 17, 1835.*

I LOST no time in communicating to the Duc de Broglie your despatch No. 25, on the subject of the discontinuance of the blockade of Portendic.

I represented to him that, as the information he had received respecting the gum trade was erroneous, merchant-vessels were ready to take immediate advantage of the blockade being raised, and would sail from England immediately, and that instructions were on the point of being sent to the commanders of our naval force on that station, apprizing them of the arrangement that had been agreed upon between the two Governments; and that, to avoid all misunderstanding between the authorities of the two countries, or collision between our naval forces, it was most important that the French Government should not lose a moment in sending out their instructions; and that it was desirable that a duplicate of them should be conveyed by the British sloop of war which was under orders for that destination.

The Duc de Broglie promised that he would see the Minister of Marine immediately on the subject, and settle, on the following morning, with the first Secretary of the Colonial Department of that Minister, the instructions which should be sent, and he gave me reason to expect that I should receive a copy of them this day for transmission to England.

Since I wrote the above, I have received the inclosed note from the Duc de Broglie, in which he expresses his hope that he will be able, to-morrow, to communicate the orders to the French Governor of Senegal, to substitute for the blockade of Portendic, the visiting the merchant-vessels trading with that place.

I have, &c.,
(Signed) GRANVILLE.

Inclosure in No. 10.

The Duc de Broglie to Earl Granville.

M. l'Ambassadeur, *Paris, ce 17 Juillet, 1835.*

EN réponse à la communication que vous avez bien voulu me donner des dernières dépêches de Lord Palmerston, relativement au blocus de la Baie de Portendic, j'ai l'honneur de faire connaître à votre Excellence que le Département de la Marine et des Colonies s'occupe de la rédaction des ordres en vertu desquels le Gouverneur Français du Sénégal devra substituer la visite au blocus; et j'ajouterai, Monsieur le Comte, que j'espère être en mesure demain de pouvoir vous communiquer ces ordres.

(Signé) V. BROGLIE.

[For translation, see page 322.]

No. 11.

Earl Granville to Viscount Palmerston.—(Received July 21.)

(No. 74.)

My Lord, *Paris, July 19, 1835.*

THE Duc de Broglie has this morning put into my hands a note from him, with a copy inclosed of a note which he has received from the Minister of Marine, and the order given by the French Government to the Governor of Senegal, to raise the blockade of Portendic.

I have, &c.,
(Signed) GRANVILLE.

Inclosure 1 in No. 11.

The Duc de Broglie to Earl Granville.

M.l'Am bassadeur, *Paris, ce* 19 *Juillet,* 1835.

J'AI l'honneur de transmettre ci-jointe à votre Excellence, avec la copie d'une lettre que je reçois de son Excellence le Ministre de la Marine et des Colonies, celle de *l'ordre* par lequel ce Ministre prescrit au Gouverneur du Sénégal de lever le blocus de la Baie de Portendic et d'y substituer la visite. Deux bâtimens de guerre Français vont se rendre à St. Louis, pour y porter cet ordre expédié en double.

(Signé) V. BROGLIE.

[For translation, see page 323.]

Inclosure 2 in No. 11.

Admiral Duperré to the Duc de Broglie.

M. le Duc, *Paris, le* 17 *Juillet,* 1835.

VOUS m'avez fait l'honneur de me transmettre copie d'une dépêche de Lord Palmerston à Monsieur l'Ambassadeur d'Angleterre, en date du 13 de ce mois, et relative au blocus de la Baie de Portendic.

Lord Palmerston énonce dans cette dépêche, qu'il n'admet pas comme certain que les Trarzas soient la seule peuplade Maure qui fréquente la côte de Portendic, et se borne au surplus à demander que le Gouvernement Français prenne des informations précises à ce sujet auprès des autorités du Sénégal, ainsi qu'il se propose d'en demander lui-même aux autorités Anglaises en Afrique. J'adresserai volontiers de nouvelles questions à ce sujet au Gouverneur du Sénégal, et j'aurai l'honneur de vous en transmettre le résultat.

Lord Palmerston conteste également ce qui a été dit dans une de mes lettres au sujet de l'époque habituelle de la traite de la gomme. Cette époque est bien celle que j'ai indiquée, mais l'état de guerre ayant empêché, en 1834, les Trarzas de livrer leur gomme à nos escales, il est possible qu'ils aient porté quelques mois plus tard, à Portendic, la partie invendue de leur récolte, et c'est ce qui pourra également arriver, tant que la guerre actuelle durera.

La lettre de Lord Palmerston exprime, au surplus, une entière adhésion aux conditions du droit de visite, telles que je les ai établies dans ma réponse du 8 de ce mois pour le cas où la visite des bâtimens étrangers à Portendic devrait être substituée au blocus actuel. D'après cette adhésion, je donne au Gouverneur du Sénégal l'ordre d'effectuer la levée du blocus par une dépêche de ce jour, dont je vous remets ici une copie : le 1ª et le 2ª de cette dépêche vont partir par de promptes occasions.

Agréez, &c.,

(Signé) DUPERRÉ.

[For translation, see page 323.]

Inclosure 3 in No. 11.

Admiral Duperré to the Governor of Senegal.

M. le Gouverneur, *Paris, le* 17 *Juillet*, 1835.

LE Ministre Britannique ayant fait connaître au Gouvernement du Roi qu'il adhérait aux conditions du droit de visite à Portendic telles que je les ai établies dans ma dépêche du 8 de ce mois, dont je vous ai envoyé copie le 10, la visite doit être substituée au blocus dans la Baie de Portendic.

En conséquence, en même temps que vous ferez les dispositions nécessaires pour que les bâtimens étrangers qui se présenteront à Portendic, soient soumis à des visites efficaces, vous ordonnerez la levée du blocus par un arrêté spécial dont vous enverrez immédiatement des expéditions à MM. les Gouverneurs de Ste. Marie et de Sierra Léone.

Vous voudrez bien me rendre compte de ce qui aura eu lieu à cet égard.

Recevez, &c., *L'Amiral, Pair de France, Ministre Secrétaire d'Etat de la Marine et des Colonies,*
(Signé) DUPERRÉ.

[For translation, see page 323.]

No. 12.

Earl Granville to Viscount Palmerston.—(Received July 23.)

(No. 77.)

My Lord, *Paris, July* 20, 1835.

AS the post leaves Paris on Sunday at a much earlier hour than on any other day of the week, I had only just time to transmit by it, without any comment, the note from the Duc de Broglie on the subject of Portendic, with its inclosures, which I yesterday received from his Excellency.

I remarked to the Duke, when he put these papers into my hands, that though the orders to the Governor of Senegal were precise, as to the visit of our merchant-ships being executed efficaciously, for the prevention of warlike stores being conveyed to the Trazars, I saw with regret no injunctions given in those orders to the captains of French cruizers, to be very prudent in the exercise of this right, and to afford no ground for complaint of its having been abused.

The Duke said, that the Minister of Marine, expecting that the proposal of discontinuing the blockade of Portendic on condition of the French cruizers exercising the right of searching merchant-vessels entering that bay, would be adopted by His Majesty's Government, had already by the "Héroïne," which sailed from Brest on the 8th instant, given detailed instructions, as to the right of search not being executed in a way to give any just ground of complaint, and that, after communicating on the subject with Admiral Duperré, he would put me in possession of the substance of those instructions.

I have, &c.,
(Signed) GRANVILLE.

P.S. Six o'clock P.M.—The Duc de Broglie has just sent me the inclosed note from the Minister of Marine relative to the instructions given to the French cruizers referred to in my present despatch.

(Signed) G.

Inclosure in No. 12.

Admiral Duperré to the Duc de Broglie.

M. le Duc, *Paris, le* 18 *Juillet,* 1835.

EN réponse à votre lettre d'hier, j'ai l'honneur de vous prévenir que, conformément à ce qui a été convenu avec le Gouvernement Anglais, des ordres viennent d'être expédiés pour substituer au blocus établi sur la côte de Portendic le droit de visite de tous bâtimens Anglais, pour empêcher l'introduction d'armes, de munitions, ou de toute autre marchandise dite de contrabande de guerre. Les ordres sont portés par deux bâtimens de guerre, qui partiront de deux points différens.

Il y a lieu d'espérer que tous deux, ou du moins l'un d'eux, arriveront au Sénégal aussitôt, ou peut-être même plus tôt, que le bâtiment Anglais, qui aura plus de chemin à faire pour se rendre dans la Gambie. Je ne profiterai donc pas de l'offre qui m'est faite, d'adresser mes paquets par ce dernier bâtiment.

Agréez, &c.,
(Signé) DUPERRÉ.

[For translation, see page 324.]

No. 13.

Earl Granville to Viscount Palmerston.—(Received October 14.)

(No. 197.)

My Lord, *Paris, October* 12, 1835.

I HAVE the honour to transmit to your Lordship the inclosed letter from the Duc de Broglie, inclosing to me the declaration, at St. Louis, of the raising the blockade of Portendic.

I have, &c.,
(Signed) GRANVILLE.

Inclosure 1 in No. 13.

The Duc de Broglie to Earl Granville.

M. l'Ambassadeur, *Paris, le* 8 *Octobre,* 1835.

M. LE MINISTRE de la Marine vient de m'envoyer copie de la déclaration par laquelle M. le Gouverneur du Sénégal a ordonné la levée du blocus de Portendic.

Je m'empresse de transmettre à votre Excellence ce document, qui fait suite aux communications que j'ai déjà eu l'honneur de lui faire sur le même objet.

Agréez, &c.,
(Signé) V. BROGLIE.

[For translation, see page 324.]

Inclosure 2 in No. 13.

Déclaration de la levée du Blocus de Portendic.

NOUS, Gouverneur du Sénégal et dépendances ;

Vu les instructions contenues dans la dépêche de son Excellence le Ministre de la Marine et des Colonies, en date du 17 Juillet, 1835, No. 114, basées sur les relations de bonne amitié qui existent entre les Cabinets de France et de la Grande Bretagne ; Déclarons ce qui suit :

ARTICLE I.

La levée du blocus de la Baie de Portendic aura lieu à partir de la notification de la présente déclaration.

ARTICLE II.

Aussi longtemps que la guerre continuera entre la Colonie du Sénégal et les Maures de Trarzas, il sera substitué au blocus une visite à bord des bâtimens Anglais qui se présenteront pour traiter des gommes à Portendic, à l'effet de s'assurer qu'ils n'ont à bord ni armes, ni munitions de guerre destinées à être débarquées : les *embarcations* avant d'aborder la terre seront soumises à la même visite.

ARTICLE III.

Les bâtimens arrêtés en contravention seront soumis à la rigueur du droit maritime.

ARTICLE IV.

Le Gouvernement Français se réserve formellement d'user de tous les droits de la guerre contre ses ennemis les Trarzas, dans quelque situation qu'ils puissent se présenter à ses armes, et, par conséquent, de les poursuivre et de les combattre au moyen de ses bâtimens de guerre et de ses troupes, à la côte de Portendic, dans l'intérieur du Désert, et enfin partout où ils se présenteront.

ARTICLE V.

L'exécution des dispositions qui précèdent sera confiée aux bâtimens de la station Française d'Afrique, qui recevront à cet égard les instructions nécessaires.

Fait à St. Louis, ce 14 Août, 1835. (Signé) PUJOL.

[For translation, see page 324.]

No. 14.

Viscount Palmerston to Earl Granville.

(No. 83.)

My Lord, *Foreign Office, October* 20, 1835.

I HAVE to call your Excellency's attention to the 4th Article of the Declaration of the Governor of Senegal, respecting the raising of the blockade of Portendic, of which a copy is inclosed in your despatch No. 197.

As the trade between His Majesty's subjects and the Moors, of whatever tribe, on that coast, is carried on for the most part, if not entirely, on the seashore, the article in question, if acted upon in an unfriendly spirit, may enable the French cruizers to interrupt the trade of British subjects by firing upon the parties of Moors with whom they are dealing, under the pretence that they are mistaken for the Trazars.

I have, therefore, to instruct your Excellency to state to the French Government, in reply to the communication made to you by the Duc de Broglie on the 8th instant, that His Majesty's Government trust that the local authorities of France will not, under cover of this clause, endeavour to accomplish that interruption of British trade which the blockade appeared intended to effect.

I am, &c.,
(Signed) PALMERSTON.

No. 15.

Earl Granville to Viscount Palmerston.—(*Received October* 28.)

(No. 217.)

My Lord, *Paris, October* 26, 1835.

THE Duc de Broglie called upon me yesterday, and at the moment I was about to put into his hands a note I had addressed to him respecting the 4th Article of the Declaration of the Governor of Senegal, he read to me a telegraphic despatch from Brest, stating that a frigate had arrived at that port from the coast of Africa, bringing intelligence that a Treaty of Peace had been concluded with the tribe of Trazars.

As the measure tending to interrupt the trade of His Majesty's subjects with the Moors on that part of the coast, will of course be withdrawn in consequence of the peace, I did not present my note to the Duc de Broglie.

I have, &c.,
(Signed) GRANVILLE.

DIVISION III.

CLAIMS FOR COMPENSATION.

LORD PALMERSTON now reminding Lord Granville of his former letters of May, June, and July, in which he complained of the conduct of the French Government, both as to the seizure of certain vessels without any blockade being declared, and the undue establishment of a blockade, now presents the claims of the aggrieved parties for compensation.

These parties are:—

Messrs. REDMAN, FORSTER & SMITH, and HARRISON.

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,, for the "Eliza."	Driven away while shipping her cargo, *within twenty-four hours of her knowledge of the blockade.*
,, for the "Meta," "Marmion," "Matchless," (2nd voyage,) "Prince Oscar."	Ships prevented from trading in consequence of blockade.
Messrs. Forster & Smith, for "Governor Temple."	Seized before blockade.
,, for "Gambia," and "Columbine," and cargo.	Losses sustained in consequence of blockade.
Mr. Harrison, for "Industry" & "Elizabeth."	Connected with events before blockade.
,, for goods purchased and vessels hired.	Losses in consequence of blockade.

These claims are supported by a variety of documents, and enforced by a letter from the Claimants.

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DIVISION III.

Claims for Compensation.

No. 1.

Viscount Palmerston to Earl Granville.

(No. 226.)

(Extract.) *Foreign Office, December* 9, 1836.

WITH reference to the correspondence which passed in the years 1834 and 1835, respecting the interruption of the trade of British subjects with the Moorish tribes on the coast of Portendic by the cruizers of France, in violation of the rights secured to British subjects under the 11th Article of the Treaty of 1783; it is now my duty to transmit to your Excellency the accompanying statements of the losses sustained by the several parties in consequence of the illegal proceedings of the French authorities, and for which compensation is claimed from France, and I have to instruct your Excellency to lay these statements before the French Government.

The parties respectively claiming are Mr. Redman, Messrs. Forster and Smith, and Mr. Harrison; and their collective claims amount, as your Excellency will see, to the sum of £88,990 9*s.* 10*d.*, exclusive of interest to which the parties will be entitled from the time when the money would have been realized in the ordinary course of trade.

The French Government have been long prepared for the presentation of these claims, by your Excellency's communications consequent upon my instructions to Mr. Aston and to your Excellency, of May and June and July of last year; to which instructions I beg to recall your attention, as containing a clear exposition of the opinion of His Majesty's Government upon the proceedings of the French authorities, both before and after the institution of the blockade of Portendic, and of the grounds upon which the British Government feels itself called upon to support these claims, confirmed and strengthened as they have been by the additional evidence produced in the documents now forwarded to your Excellency.

Your Excellency is now instructed to submit these claims to the early attention of the French Government, upon whose justice and sense of honour His Majesty's Government confidently rely for an impartial investigation of the statements annexed, and for a full compensation for the losses which the claimants shall have proved themselves to have sustained.

Inclosure 1 in No. 1.

CLAIMS OF GEORGE CLAVERING REDMAN,

Merchant of the City of London.

No. 1. Property and Goods stolen by the Moors, 1834.

THE brigantine "Matchless" of London, of the burthen per register of $167\frac{1}{94}$ tons, the property of Mr. Redman, sailed from London in the year 1834, with a cargo of goods also his property, bound for Portendic. Having arrived at her destination, and landed her cargo under the care of Henry J. Pinsent, supercargo's assistant in the said brigantine, the "Matchless" proceeded down the coast to collect a further supply of goods suitable to the Portendic trade, leaving Mr. Pinsent on shore to carry on the trade with the Moors. While he was so engaged, the cutter "Industry" of London, entered the Port of Portendic

2nd of July, 1834. Mr. Pinsent, having no accommodation for residence on shore, went on board the "Industry," where he received permission to remain during the absence of the "Matchless." The French brig of war "Dunois," commanded by Lieutenant Lévêque, appeared off Portendic on the 8th of July following, and the 19th of the same month took possession of the "Industry," without any lawful cause; the "Industry" was subsequently taken to Goree under the direction of the said Lieutenant Lévêque, and was not given up until the 27th of July; Mr. Pinsent having been on board the "Industry" during this period, was thus forcibly removed from the sphere of his duties, and upon his release at Goree, found himself in a foreign colony, without any resources whatever. He was obliged to throw himself upon the bounty of Captain Williams, master of the "Governor Temple," who had also been taken away by the "Dunois" from Portendic where he was trading. Upon the return of the "Governor Temple" to Portendic, Mr. Pinsent was conveyed thither in that vessel, but upon his arrival there, after an absence of fourteen days, he found that property and trade goods, of which he had been left in charge, had been stolen by the Moors. His absence, moreover, for so long a period from Portendic, was a serious loss to his owners, the supercargo of the "Matchless" and himself being the only persons, connected with that vessel, acquainted with the trade, and the greatest dispatch being required in the execution of it; several articles of clothing, the property of Mr. Pinsent, were stolen by the Moors, during his absence from Portendic.

EVIDENCE.

For evidence in support of this claim, see protests of Hughes and Finden, and the depositions of Hughes and Eunson, Nos. 2, 3, 4, 5 and 6, in Appendix to Mr. Harrison's claims; see also Pinsent's certificates, Appendix to Mr. Redman's claims.

No. 2. Obstruction of the "Eliza," 1835.

THE brig "Eliza" of London, of the burthen per register of $140\frac{6}{94}$ tons, the property of Mr. Redman, sailed with an assorted cargo, also his property, from London, on or about the 10th of October, 1834, for Portendic, where she arrived on the 12th of November following, and communicated with the Moors; she then proceeded to the Gambia and Sierra Leone, for the purpose of procuring rice, an indispensable article in the Portendic trade. She sailed from the port of Sierra Leone on the 10th of January, 1835, with a general cargo, and arrived and anchored in the Bay of Portendic on the 4th of February following. The master, Neville Reid Sayers, and the supercargo, Henry J. Pinsent, proceeded on shore, and upon communicating with the natives, learned that a large quantity of gum was collected in conformity with arrangements previously entered into with the Moors when the "Eliza" touched at Portendic in November, 1834. The "Eliza" was then moored near the shore, the usual presents and port dues were paid, a considerable quantity of goods was advanced to the natives in payment for the gum expected to be received, and the vessel was prepared to take in her cargo. On the 14th of February, the French brig of war "Bordelaise" appeared in the offing, and soon after the commander of the said brig of war notified to the master and supercargo of the "Eliza," that Portendic and the coast to windward were declared by the French Government to be in a state of blockade; the same commander added, that if any British vessel, after receiving notice, did not get under weigh, he was authorized by the Governor of Senegal to use force to compel all and every such British vessel to get under weigh, which he was determined to do. The "Bordelaise" then ran close in shore and opened a fire of round and grape-shot upon the encampment of the natives. On the same day the French brig of war "Gazelle" entered the Bay of Portendic, and having anchored close in shore and opened a fire also upon the natives, three boats were subsequently landed from each of the French men-of-war and filled with armed men, the large boats having swivel guns. These six boats kept up for some hours an incessant fire upon the shore from their small arms and swivels. In the afternoon of the same day, the master of the "Eliza" received from the commander of the "Bordelaise" a letter, of

which a copy will be found in the Master's protest, directing him to quit the bay of Portendic at midnight, or that a guard would be sent on board to prevent her communicating with the shore. The letter added that the blockade of Portendic, had been notified to the Governor of St. Mary's and Sierra Leone, to take place from the 15th of February, and that if the "Eliza" did not sail at, or soon after midnight, the "Gazelle" would be directed to put her under sail and escort her to St. Louis. The master of the "Eliza" refused to obey this unlawful injunction, and replied, that if it were put in force, the French Government would be held responsible for the consequences. At this period the "Eliza" was quite unfit to proceed to sea, in consequence of her being a good deal out of trim, and from having also discharged a quantity of ballast which it was necessary to do in order to get ready to receive cargo. At twenty minutes past midnight of the aforesaid 14th of February, an officer with a party of armed men, about fifteen or sixteen in number, proceeded on board the "Eliza" and remained there during the whole night. The officer, with several of the men, returned to the "Gazelle" the following morning, leaving eight armed men on board the "Eliza." The same officer, with about thirty men armed with muskets, bayonets, and cutlasses, proceeded on board the "Eliza," a few hours after, and the said officer, entering the cabin, said "I am now master of this vessel." He took possession of her and threatened to send the crew on board the "Gazelle." Mr. Sayers having inquired of the commanders of the French brigs of war as to the cause of these proceedings, they informed him that if the "Eliza" did not get under weigh before five minutes after noon, she would be captured and confiscated. In consequence of these transactions, Mr. Sayers resolved to set sail for the nearest Britannic Settlement with a view to take such steps as were necessary for the protection of the interests intrusted to his care. Upon his declaring his intention, the French officer and party quitted the "Eliza," and she sailed for Bathurst, where she arrived on the 18th of February: the "Eliza" having been thus prevented from taking in the cargo of Gum, which she would otherwise have received in exchange for the bafts and other goods which she had on board; a loss was thereby incurred which is shown by the documents connected with this claim.

For evidence in support of this claim, see Appendix to Mr. Redman's claims.

No. 3.—Loss on goods and trade by sundry ships in consequence of blockade.

MR. NATHANIEL ISAACS, merchant of Bathurst, in consequence of arrangements entered into in August 1834, between him and certain Moors at Portendic, proceeded to England in September following, and made arrangements with Mr. Redman, for the express purpose of carrying on the gum trade at Portendic. In consequence of these arrangements, the brig "Meta" and schooner "Marmion" were purchased towards the latter end of the month of October 1834, and an assorted cargo was shipped in the brigs "Eliza" and "Meta." The loss sustained by the obstruction of the "Eliza" forms the subject of the preceding claim. The "Meta" sailed from London on the 13th of November 1834, and arrived at Portendic, on the 14th of December following; thence she proceeded to Goree and the Gambia. Mr. Isaacs, agreeably to arrangements he had made with the Moors of Portendic, contracted with merchants at the Gambia for a quantity of corn, and also for the hire of the schooner "Chance," to proceed with the said corn to Portendic. On the 6th of January 1835, the "Meta" sailed from the Gambia, and arrived on the 13th of the same month at Sierra Leone, where Mr. Isaacs purchased a quantity of rice, in pursuance of his arrangements with the Moors of Portendic. On the 21st of January the "Meta" sailed from Sierra Leone, and on the 4th of February called at the Gambia to take in part of the corn for which Mr. Isaacs had contracted. The "Marmion" arrived at the Gambia on the 16th of January 1835, to join the "Meta," and to carry on the trade at Portendic, and a further arrangement was made for the "Matchless" to leave London in February, with an assorted cargo expressly for Portendic, with the intention that on her arrival there the "Meta" should proceed to Mecca in the Red Sea

with fifty Moors as passengers, according to an agreement entered into in August 1834, between Mr. Isaacs and the Moors of Portendic. All these arrangements were made after the French Minister of Marine, Admiral de Rigny, had assured Lord Granville, that no intention existed on the part of the French Government to place the port of Portendic, or any part of the coast in that quarter, under blockade. Notice was given to His Majesty's Secretary of State for the Colonies, of Mr. Redman's intention to prosecute the Portendic trade, and he was encouraged so to do by the strongest assurances of protection. Mr. Redman and Mr. Isaacs felt therefore quite secure in embarking their time and capital in a trade which was guaranteed to British subjects, by a special Article (Art. XI.) of the Treaty of 1783, entered into between the respective Governments of France and England, and more particularly as the two British vessels the schooner "Governor Temple" and cutter "Industry," which had been seized at Portendic by the French cruizers, had been given up to their owners, and as no notice whatever of the blockade had been given until the 24th of January 1835, when the local authorities of Senegal gave notice of their intention to that effect. At this time Mr. Redman, for whom Mr. Isaacs was Agent, had fitted out the "Eliza," "Meta," and "Marmion," all laden with goods expressly for the Portendic market, and which it has since been found difficult to obtain a sale for at any other place on the coast. Mr. Redman having been assured of the protection of his own Government, and being without any advice or information, except that such protection would be extended to British vessels trading at Portendic, continued to fit out the Brigantine "Matchless," and cutter "Prince Oscar," of seventy tons $\frac{23}{96}$, agreeably to arrangements made with Mr. Isaacs in the month of October 1834. Upon said notice of blockade being received at the Gambia, Lieutenant-Governor Rendall dispatched His Majesty's Brigantine "Griffon," to remonstrate with the authorities of Senegal and the French cruisers against their proceedings. Mr. Isaacs had every reason to hope that the authorities of Senegal would not persevere in the unjust attempt to deprive British subjects of their right to trade at Portendic; and in consequence he detained the "Meta" and "Marmion" at the Gambia, until the result of his Excellency's remonstrance should be known. The arrival in the Gambia of the "Eliza," on the 18th of February, further determined him to send the "Marmion" to the Mediterranean, with orders to return to Portendic, provided she could procure a suitable cargo. On the 13th of March the "Griffon" returned to the Gambia with an answer that the blockade was to be persevered in, but this Mr. Isaacs thought impossible, and hence he still continued to contemplate the speedy resumption of the British trade at Portendic, the more especially as the French trade in gum in the Senegal was, during the whole of this period, carried on most actively. Mr. Isaacs being unable to dispose of any part of the cargo of the "Eliza," dispatched her to Sierra Leone, and the corn being very liable to spoil he sent it to the Cape de Verde islands by the "Meta," after she had been detained forty-five days at the Gambia, waiting the result of the remonstrances which had been made against the blockade. On the 21st March, the "Meta" sailed for the Island of Mayo, where she arrived on the 24th of the same month, but in consequence of a revolt of the Portuguese troops, in which great atrocities were committed, Mr. Isaacs considered it unsafe to remain there. On the 29th of March, the "Meta" again arrived at the Gambia, and sailed the next day for Bissao, where she arrived on the 31st of same month. But Mr. Isaacs having been unable to effect any sales there, and having learned that two men of war had sailed for the Cape de Verde islands, sailed from Bissao on the 7th April, shaped his course for Mayo, and on 10th April observed the "Matchless" standing in for the Gambia. He afterwards fell in with and spoke the "Prince Oscar" off the Gambia, both vessels having been driven from Portendic. To prevent detention and further loss, Mr. Isaacs left the "Meta" and went into the Gambia in the cutter's boat to arrange a voyage for the "Matchless." The next day he sent the "Prince Oscar" to Sierra Leone, to endeavour to find a market. On the 10th April the "Matchless" anchored in the Gambia, when Mr. Isaacs, finding it impossible to sell the cargo intended for Portendic, landed the whole except the rice; he then shipped on board the "Matchless" the rice which the "Meta" had brought for Portendic, and he dispatched the said Brigantine on the 19th April to the West Indies, there to dispose of her cargo. On the 20th May the "Meta" returned from the Cape de Verde Islands, having disposed of her corn at considerable loss, and taken in exchange a cargo of salt, which still

remains on hand. Mr. Isaacs finding at last that there was no chance of the blockade being raised, endeavoured to effect sales at the Gambia, but in consequence of the number of vessels turned away from Portendic, and the market being in consequence completely overstocked, he found that bafts would not realize the first cost. The greater part of the rest of the cargoes being intended entirely for the Moors, became useless. Mr. Isaacs, however, again made further efforts to diminish the losses which accrued to his principal, Mr. Redman, in consequence of the blockade. These efforts are fully described in his protest, but the result of the whole has been that all his commercial plans were frustrated by the blockade, and Mr. Redman incurred severe losses, which will be found stated in the documents appended to this claim.

For evidence in support of this claim, see Appendix to Mr. Redman's claim.

(Signed) GEORGE C. REDMAN.

APPENDIX
TO CLAIMS OF GEORGE CLAVERING REDMAN.

No. 1.—CERTIFICATE as to Goods stolen by the Moors.

THESE are to certify that having been left in charge of certain merchandize in 1834, in order to continue and carry on the gum trade at Portendic during the absence of the brigantine "Matchless," (in which vessel I held the situation of supercargo's assistant), she being necessitated to proceed down the coast to collect a further supply of trade goods, such cargo was irrecoverably lost in consequence of His Christian Majesty's brig-of-war "Dunois" coming into the bay of Portendic, and carrying away per force the cutter "Industry," of London, and every person on board of her, and on board which vessel I was then stopping (she being trading there also) until my vessel returned, which was now hourly expected.

That in consequence of such outrage on the part of the French commander, the cargo entrusted to my charge being on shore, was stolen by the natives, which my presence could have prevented.

That I was conveyed to Goree, a French colony, and there told by the commander of the brig-of-war "Dunois," that I was at liberty, and no longer a prisoner.

That I was by such illegal conduct left in a foreign colony, pennyless, and was obliged to throw myself upon the bounty of a fellow countryman and sufferer, the master of the brigantine "Governor Temple," Captain Williams, who had some time previous been taken away (from Portendic, where he was also trading) by the French brig-of-war "Dunois."

That I was conveyed back to Portendic by Captain Williams, in the "Governor Temple," to join my friends, as he was returning there for the purpose of carrying on the trade.

That my absence for so long a period (fourteen days) was alone a serious loss to my owners, the supercargo and myself being the only persons on board the "Matchless" acquainted with the trade, and the greatest dispatch being required in the execution of it.

(Signed) HENRY J. PINSENT.

Sworn at Guildhall, September 24, 1835.

(Signed) THOS. KELLY.

STATEMENT of Loss sustained by the "Matchless" at Portendic in 1834.

	£	s.	d.
To loss of property left in charge of Mr. Pinsent, of the "Matchless," which was stolen by the Moors, in consequence of that gentleman being made prisoner by the "Dunois"	564	3	4
To loss of trade goods in consequence of Mr. Pinsent being made prisoner by the "Dunois"	289	3	0
To loss of profit those goods would have realized at the rate we were then trading	289	3	0
To interest on the above sum up to this period, seven months at 5 per cent. per annum	33	7	0
To loss of Mr. Pinsent's services in consequence of the "Dunois" making him prisoner and carrying him to Goree, fourteen days, at £5 per diem ...	70	0	0
	£1245	16	4

This is the account referred to in the annexed affidavit.

(Signed) THOS. KELLY.

Memorandum.

The goods mentioned in the above account consisted of gunpowder and fire-arms, sabres, brass rods, cutlery, romals, muslins, woollen cloth, cotton bandanoes, ditto Irishes, beads, tobacco, and sundry other description of cargo necessary for the trade.

(Signed) HENRY J. PINSENT.

CERTIFICATE as to Loss of Mr. Pinsent's Clothes.

THESE are to certify that in consequence of the conduct of the French brig-of-war "Dunois" at Portendic, in 1834, the following articles of clothing contained in accompanying list were lost by me, they having been stolen by the natives along with a quantity of merchandize and cargo with which I was trading, when the "Dunois" arrived and captured the cutter "Industry," of London, and carried her, and every one on board of her, prisoners to Goree, a French colony, where I was liberated.

	£.	s.	d.
To 20 white shirts, at 6*s.* 6*d.* each	6	10	0
" 6 coloured ditto, at 5*s.* each	1	10	0
" 1 pair cloth trowsers	1	10	0
" 1 pair flushing ditto	1	0	0
" 7 pair white and coloured ditto	3	13	6
" 3 pair shoes, at 10*s.*	1	10	0
" Sundries	1	0	0
	£16	13	6

(Signed) HENRY J. PINSENT.

Sworn the 24th day of September, 1835, before me.

(Signed) THOS. KELLY.

No. 2.—PROTEST of the Master of the "Eliza."

Port of Bathurst, River Gambia.

BY this public instrument of protest and declaration, be it known or made manifest unto all whom it may concern, that on the 18th day of February, 1835, before me William Bishop, notary public, residing at Bathurst, Saint Mary's River, Gambia, personally came and appeared Neville Reid Sayers, who being duly sworn upon the Holy Evangelists, states that he is master of the brig "Eliza," of London, of the burthen per register of $140\frac{4}{94}$ tons. The said brig "Eliza" was duly cleared at the custom house at Sierra Leone, on the 10th day of January of the year aforesaid, with a general cargo for a trading voyage on the coast of Africa, and sailed from the port of Sierra Leone on the evening of the same day.

On the 4th day of February, of the year aforesaid, the brig "Eliza" arrived and anchored in the bay of Portendic.

Appearer proceeded on shore, accompanied by Mr. H. J. Pinsent, supercargo of the said brig "Eliza." Upon communicating with the natives, appearer was assured by the said natives, that a large quantity of gum was collected, in conformity with arrangements entered into with the same natives when the brig "Eliza" visited Portendic on the 13th day of November, 1834. In consequence of the information, appearer returned on board, and moored the brig "Eliza" within half a mile of the shore, paid the usual customs and port dues, and Mr. Pinsent, the aforesaid supercargo, advanced a considerable quantity of goods to the natives in payment of gum to be received, and appearer prepared the "Eliza" to take in her cargo.

On Saturday, the 14th day of February, 1835, at day-light, a vessel appeared in the offing. Appearer taking her to be a merchant-vessel he was expecting to meet there, proceeded on board of her with the aforesaid supercargo.

On reaching said vessel, appearer found her to be the French brig-of-war "Bordelaise," of eight guns; the said supercargo was invited into the cabin, while appearer remained upon deck. On said supercargo returning to the deck, after an absence of about eight minutes, he informed appearer that the commander of the French brig-of-war "Bordelaise" had hastily read a document, which he the commander stated to contain the orders received by said commander from the Governor of Senegal, which document set forth that Portendic and coast to windward was declared to be in a state of blockade, and that if any British vessel, after receiving notice, did not get under weigh, he the said commander was authorized by the said Governor of Senegal to use force to compel all and every such British vessel to get under weigh, which he the said commander of the French brig-of-war "Bordelaise" was determined to do.

Upon receiving this information appearer stated to said supercargo that he would not take notice of any verbal communication.

Appearer and supercargo left the "Bordelaise," and returned on board the aforesaid brig "Eliza."

The said French brig of war "Bordelaise" having succeeded in getting into the bay, run close in shore, and opened a fire of round and grape shot upon the village or encampment of the natives, which firing was continued for about an hour.

At 10h. 30 min. A.M., the French brig of war "Gazelle" of ten guns, hove in sight, and on entering the bay of Portendic communicated with the "Bordelaise" and came to anchor close in shore, and immediately opened her fire upon the natives. At 11 A.M. three boats were lowered from each of the French men of war, and filled with armed men, the larger boats having swivel guns. These six boats proceeded towards the beach to cut out a boat belonging to the natives; the men in the French boats did not attempt to land, but kept up an incessant fire upon the shore from their small arms and swivels, covered by the cannon of the "Bordelaise" and "Gazelle," until about 2 P.M.

At 3 P.M. on the said 14th day of February of the year aforesaid, appearer received a letter (of which the following is a copy) from the commander of the French brig of war "Bordelaise."

Monsieur,

EN conformité des ordres de Monsieur le Gouverneur du Sénégal et Dépendances, que j'ai eu l'honneur de vous communiquer ce matin, vous voudrez bien à minuit cinq minutes mettre sous voiles et prendre le large, si vous ne voulez me forcer à exécuter les ordres dans toute leur rigueur, en vous faisant conduire en cas de refus à la disposition de Monsieur le Gouverneur de Sainte Marie; je vous préviens en outre, qu'à partir de minuit et quart si vous n'êtes pas sous voiles, une garde vous sera envoyée du brig la "Gazelle," pour vous empêcher toute communication avec la terre.

Le blocus de la côte de Portendic qui a été déclaré à Messieurs les Gouverneurs de Sainte Marie et de Sierra Léone, devait avoir lieu à partir du quinze Février. C'est à minuit que commence ce jour, ainsi en vous faisant l'invitation d'appareiller à cette heure je suis tout-à-fait dans mon droit, et je serais indigne de la confiance que le Gouvernement m'a montré en me donnant un commandement, si je laissais par faiblesse ou ignorance manquer à son pavillon. Je vous crois trop juste pour ne pas sentir toute la force de ces vérités, et je me flatte que vous ne m'obligerez pas à en venir à des moyens de rigueur.

Si cependant vous me réduisez à cette extrémité, le brig d'état la "Gazelle" recevra l'ordre de vous mettre sous voiles et de vous escorter à St. Louis, d'où vous serez conduit à Sainte Marie, si Monsieur le Gouverneur le juge convenable.

Agréez, Monsieur, l'assurance de ma considération distinguée.

(Signé) L. M. CONDE,
Lt. de Vau. commandant le blocus de la
côte de Portendic.

Fait à bord, ce 14 Février, 1835.

[For translation, see page 326.]

Appearer immediately wrote the following reply to the commander of the "Bordelaise," Captain Condé.

Sir,

IN reply to the letter which I have just received from you, I beg to state that in consequence of the existing Treaty between the two nations England and France, which expressly states that the English have the right of trading from the bay of Arguin to the bay of Portendic (Portendic included), provided there is no permanent settlement formed, I cannot conceive that the French Government have any right to interfere with any vessel belonging to a subject of His Britannic Majesty.

I must therefore unhesitatingly refuse to [obey] the order just received from you, "To get my vessel under weigh;" but should you think proper to get the vessel under weigh yourself, which you say is your intention in case of my refusal to do so, yourself, or rather the French Government, must be responsible for the losses incurred by such proceedings.

I am fully sensible that you are acting according to the orders which you received, and that you are obliged to abide by them, and on the other hand, you must be aware that I am doing no more than my duty in refusing to act as you have commanded me.

I have, &c.,
(Signed) N. R. SAYERS,
Master, Brig "Eliza,"
At anchor in the Bay of Portendic.

P.S.—I must also inform you that my vessel is now quite unfit to proceed to sea in consequence of her being a good deal out of trim, and from having also discharged a quantity of ballast, which it was necessary to do in order to get ready to receive cargo, which before your arrival my supercargo was hourly expecting: there is also a water-cask and water-funnel on shore, which it is necessary I should have on board.

(Signed) N. R. SAYERS.

Before appearer had finished the above letter, a signal was made from the "Bordelaise," and the boat which had conveyed the letter from the commander of the "Bordelaise" to appearer departed, whereupon appearer despatched his answer by the second mate of the aforesaid brig "Eliza," who proceeded on board the "Bordelaise," and delivered appearer's

letter into the hands of the said commander, who, upon reading appearer's letter, said, "It will do."

At 6 P.M. the officer came on board the "Eliza," and handed to appearer the following letter from the commander of the French brig "Bordelaise."

Monsieur,

D'APRES le refus formel de vous rendre à l'invitation que je vous ai faite, je me vois dans la nécessité d'exécuter les ordres que j'ai reçus.

J'ai l'honneur de vous saluer,

(Signé) L. M. CONDE.

Une garde sera mise à votre bord à minuit et demi vous pourrez envoyer de suite votre petit canot prendre la voile d'une que vous avez sur le rivage.

"Bordelaise," ce 14 Février, 1835.

[For translation, see page 326.]

At twenty minutes past midnight of the aforesaid 14th day of February, an officer with a party of armed men, about fifteen or sixteen in number, came on board the said brig "Eliza." They told appearer that, provided he the appearer did not get the "Eliza" under weigh immediately, he the officer was ordered to remain on board the "Eliza" with the party of armed men, to prevent all communication with the shore.

At daylight on the morning of the 15th of February, the officer, with part of the armed men, proceeded to the French brig of war "Gazelle," leaving eight armed men on board the "Eliza."

At 8 A.M. the same officer returned with about thirty men, armed with muskets, bayonets, and cutlasses, and bringing with them their bedding, baggage, &c.

All these men came on board the "Eliza," and the officer came down into the cabin and said to appearer, "I am now master of this vessel," and that he should send all appearer's seamen out of the said brig "Eliza," on board the French brig of war "Gazelle."

Appearer replied that he would not allow a man to leave his vessel, upon which the said officer arose in a violent rage from off his chair, and declared that he would use force to compel them.

The officer proceeded on deck, and ordered the French sailors he had brought with him to weigh the starboard anchor of the "Eliza," and to go aloft to clear away the top-gallant rigging, in order to get up the top-gallant masts.

Appearer seeing these hostile measures carried promptly into execution, he the appearer went on board the French brig of war "Gazelle," accompanied by the aforesaid supercargo, and demanded of the commander of the said brig of war "Gazelle" his reason for ordering appearer's seamen to be forcibly taken out of the said British brig "Eliza." The commander of the "Gazelle" informed appearer that the commander of the French brig of war "Bordelaise" had given orders to that effect, and that he must act up to those orders: he wrote a note to the commander of the "Bordelaise," but added that if the commander should recall his men, and appearer did not get under weigh before five minutes past noon, he would again capture the "Eliza" and confiscate her.

Appearer repaired on board the "Bordelaise," and desired to know from the commander the reason for his ordering appearer's seamen to be taken forcibly out of the British brig "Eliza." The said commander replied that he was acting in conformity with the orders he had received from the governor of Senegal, and that he the commander was determined to enforce those orders, but added that he would recall the party he had ordered on board the "Eliza," and if the appearer did not get the "Eliza" under weigh before five minutes after noon, he, the commander, would order the recapture of the "Eliza," and she should be carried to Senegal and there confiscated.

Appearer finding that he could not procure any more satisfactory answer from the commander of the "Bordelaise," and seeing that the French party on board the "Eliza" had already unmoored that vessel, and that the armed force still remained in possession of the "Eliza," from which cause all chance of trade was entirely obstructed, appearer had no alternative but to return on board his vessel. On appearer and his said supercargo reaching the "Eliza," they found an armed sentry walking the quarter-deck. The French officer in charge asked if any arrangement had been made with his (the French officer's) commander; appearer replied "Yes." The French had by this time got the starboard anchor of the "Eliza" up, and continued with renewed exertions to prepare the said "Eliza" for sea, or to remove her from her anchorage.

About 9h. 30m., A.M., on the said 15th day of February, a boat from one of the French brigs of war came alongside the "Eliza" and delivered a letter to the French officer in charge of appearer's vessel; after perusing the letter or document, he, the officer, ordered part of the armed party into the boat, and went himself with them on board the "Gazelle," leaving a boat and about a dozen men with a petty officer on board appearer's vessel, with strict orders not to quit the "Eliza" until she was under weigh.

Appearer had now remonstrated with the French commanders in every possible way, had told them the "Eliza" was out of trim, that he, the appearer, had thrown his ballast overboard to prepare for the cargo which was hourly expected, and that independent of leaving part of her tackle and utensils ashore, it was totally unsafe to proceed to sea;

all of which the French officer laughed at, and, in a taunting manner, told appearer that if he could lay there he could also proceed to sea, which they, the French commanders, would compel him to do.

Appearer having used every effort in his power for the execution of his voyage, but, finding the insults and provocation heaped upon him by the officers of the French brigs of war, "Bordelaise," and "Gazelle," too great to be surmounted, and his trade entirely destroyed, as from the constant firing on the shore by the French, it made it unsafe to attempt passing to and fro, even had the French allowed it, appearer had, therefore, no alternative but to proceed to the nearest British settlement to seek protection from the Government, and to protest against the outrageous conduct of the French towards appearer.

Appearer arrived in the aforesaid brig "Eliza," in the port of Bathurst, Saint Mary's River, Gambia, on the morning of the 18th day of February in the year aforesaid.

And therefore, the said appearer, Neville Reid Sayers, did declare and protest as by these presents he doth most solemnly protest against all and every person or persons whom it shall or may concern, and to declare that all damages, losses, detentions, and detriment that have happened to the same ship and the goods of her loading, through her forcible removal from the anchorage at Portendic, are and ought to be borne by the commanders of the French brigs of war, "Bordelaise," and "Gazelle," M. Pujol, the Governor of Senegal, the Government of France, or whomsoever else it shall or may concern, the same having occurred as aforesaid, and not by and through any act of the said appearer, his officers, or any of his mariners.

All of which acts being requested of me, the said notary public, I have granted these presents under my seal of office to serve and avail as occasion shall or may require.

(Signed) WM. BISHOP,
(L.S.) Notary Public.

NEVILLE REID SAYERS, Master of the brig "Eliza," of London, mentioned in the foregoing protest, maketh oath, and saith that the contents thereof are in every particular and respect just and true.

(Signed) NEVILLE REID SAYERS.

Sworn before me at Bathurst, Saint Mary's River, Gambia, this 18th day of February, 1835.

(Signed) W. BISHOP,
Notary Public.

HENRY JOHN PINSENT, Supercargo of the brig "Eliza" of London, named in the foregoing protest, personally appeared before me, Wm. Bishop, Notary Public, this 18th day of February, 1835, and maketh oath, that the statement given by the master of the brig "Eliza" in the foregoing protest, relative to the conduct of the French at Portendic, is, in every respect, just and true.

(Signed) HENRY J. PINSENT.

Sworn before me at Bathurst, Saint Mary's River, Gambia, this 18th day of February, 1835.

(Signed) W. BISHOP,
Notary Public.

WILLIAM FORD, second mate of the brig "Eliza," named in the foregoing protest, personally appeared before me, William Bishop, notary public, this 18th day of February, 1835, and maketh oath that after noon on the 14th day of February, 1835, he carried a letter from the master of the brig "Eliza" to the French brig of war "Bordelaise," which letter he delivered into the hands of the commander of the "Bordelaise."

(Signed) WM. FORD.

Sworn before me at Bathurst, Saint Mary's River, Gambia, this 18th day of February, 1835.

(Signed) W. BISHOP,
Notary Public.

Certified to be a true copy of the original protest,

(Signed) W. BISHOP,
Notary Public.

LETTER from N. Isaacs, to Governor Rendall, dated Bathurst, Gambia, 19th February, 1835.

Sir,

I HAVE the painful duty to lay before your Excellency, certain outrageous conduct on the part of the French brigs of war, the "Bordelaise" and "Gazelle," towards the English brig "Eliza," belonging to Mr. G. C. Redman of London, for whom I am acting as agent.

The brig "Eliza" sailed from Sierra Leone on the 11th January, 1835, and proceeded direct to Portendic, where she arrived on the 4th February, and commenced her arrange-

ments with the Moors for supplying her with a cargo of gum, and by the 8th instant, a considerable amount of goods was advanced to the Moors in payment of gum, that was then near the port; independent of this, the usual customs and port dues were paid, and by the 12th instant the vessel was prepared to receive the cargo she had partly paid for, and which was expected hourly.

On the morning of the 14th instant, two French brigs of war, the "Bordelaise" and "Gazelle," arrived at Portendic, and commenced an incessant fire upon the natives with whom the "Eliza" was trading; they fitted out six boats with guns, which kept up a constant firing upon the shore, thereby obstructing our commerce, and rendering it unsafe and impossible to have further intercourse with our native traders.

At midnight on the 14th instant, the "Eliza" was boarded by a French officer and about sixteen armed men, who took possession of the deck, and endeavoured (by threatening to seize the vessel and making the crew prisoners) to cause the master of the "Eliza" to abandon his trade and remove his vessel from Portendic.

This alarming conduct not only broke in upon the repose of the crew, but put the parties in charge of the "Eliza" in jeopardy of being murdered, and they were obliged to submit to the overwhelming force that continued to parade the deck until daylight on the morning of the 15th instant. This outrage was followed up by a still greater and more annoying one; the French officer with eight men left the "Eliza," and shortly after returned with about thirty men armed with fire-arms, bayonets, cutlasses, and pistols, and proceeded to get the vessel under weigh, and at length compelled the master of the "Eliza" to proceed to sea, without even allowing him to get his vessel prepared, she being at the time ready to take in cargo and in a condition totally unsafe to carry sail.

I have now a still more painful task, to inform your Excellency, that the "Eliza," together with the brigs "Meta" and "Matchless," (the two latter I am part owner of) were fitted out at a very heavy expense, by Mr. Redman and myself, in the confidence of a Treaty made between the King of Great Britain and the French, dated 3rd September, 1783, and which Treaty was renewed as late as the 13th May, 1814. I was further assured by the Secretary of State for the Colonial Department (whom I informed, through Mr. Hay, of my intention to embark in the gum trade of Portendic) that His Majesty's Government would be prepared to extend every protection to British Commerce in that quarter. From that assurance, added to the confidence I have in my Government, and having last year engaged for a cargo of gum at Portendic, I have been induced, with Mr. Redman, to embark a large capital in merchandize, suitable only to Portendic market, and upon my arrival at this port, I was further induced to arrange for a considerable quantity of the produce of this country, also for the Portendic market, upon the faith of a letter that I received from the Secretary of State, a copy of which letter I herewith beg leave to enclose for the information of your Excellency.

In consequence of the heavy capital we have at stake, and the daring interruption by the French of the trade the "Eliza" was engaged in, I most earnestly, but respectfully, solicit your Excellency's interference, in causing the Governor of Senegal, under whose orders the "Bordelaise" and "Gazelle" are acting, to indemnify us for the full amount of loss the "Eliza" has sustained (a statement of which I have the honour to enclose); and also to afford such protection as the exigency of our case demands.

I am fully aware of your Excellency's zeal in endeavouring to obviate any impediment to British Commerce, and the promptness your Excellency displayed in remonstrating and protesting against the notification of blockade made by the French, at a period that our capital was actually embarked, and could not be withdrawn without an imminent sacrifice, and probable ruin to ourselves, and it is scarcely necessary to add, that the French by blockading Portendic can but have one object in view, that is, the destruction of our commerce in that quarter, since the French themselves are now, and have been all along, trading with those Moors who visit Portendic; and although your Excellency has been pleased to adopt measures to prevent further rashness on the part of the French towards us; and we are certain that His Majesty's Government will see us indemnified for our losses, still no indemnification the French can make will atone for the loss of our dignity and the dishonour of our Flag in the eyes of the Moors.

Your Excellency must be too well informed of the disposition of the natives, to know the powerful effect the firing of guns and forcibly taking possession of our vessels, and indignantly driving them away in the most conspicuous manner possible, has on their minds; and while the French are thus trampling on the rights of British subjects, under the cloak of preventing their enemies being supplied, their policy is only to shew the Moors our weakness, and their own strength, in order to induce them (the Moors) to abandon the trade at Portendic, and to shew them that no confidence can be placed in us when it suits the French to declare war.

Notwithstanding these repeated aggressions on the part of the French towards our vessels, and the losses we have already sustained, I am still desirous of proceeding to Portendic, and again endeavour to carry on the gum trade, not only on account of the assurances of protection I have from His Majesty's Government, and the immense property we have embarked, but I am fearful that if we are obliged by the French to abandon our commerce this year, in that quarter, the gum trade will for ever be lost to us, as the Moors can have no confidence if we do not conform to our agreements with them.

It is needless for me to inform your Excellency, that the Moors can have no idea of the existence of Treaties between the two Governments, nor the consequences of breaking

them, but that they are guided by what they witness; and since they (the Moors) always resent an insult offered their persons or property, if they feel themselves strong enough, it must appear to them that the English can only carry on the gum trade by stealth, and that should the French be made to abandon their unlawful proceedings towards us, our trade with the Moors will be carried on with many disadvantages, unless prompt measures be taken to prevent further interruption of a trade, the importance of which must be too well known to your Excellency.

From the peculiar footing in which our trade is placed with the Moors, and from your Excellency's knowledge of those people, it is needless for me to suggest measures for the maintenance of that trade which our Government has always encouraged at an expense to themselves, and which British subjects have earned at the imminent risk of their lives and property; but with all due deference to your Excellency, I should suggest the expediency of a man-of-war being sent to Portendic, to convey the British merchant vessels back, and to explain to the Moors the nature of our Treaty with the French, and the certainty of its being settled as soon as His Majesty's Government are in possession of the facts.

In conclusion, I most respectfully beg leave to draw your Excellency's attention to the effect His Majesty's Ship "Britomart" made on the French last year by laying at anchor in the bay of Portendic, and remonstrating with the French Vessels of War, even after they had forcibly taken away the "Governor Temple" and "Industry;" and if the same measures be adopted this year, I should hope that the French will see the injustice of their policy, and leave us to carry on our gum trade, particularly as His Majesty's Ship "Curlew" has arrived here, and left England forty-one days after the date of the despatch from the Minister of Marine and the Colonies to the Governor of Senegal, without any advice from His Majesty's Government, although the French assert that the declaration of blockade is founded upon communications between the two Governments. I trust, that the grievous nature of our case will be a sufficient apology for engrossing so much of your Excellency's valuable time; and I feel assured that no exertion will be wanting on the part of your Excellency to prevent the inevitable ruin of so important a branch of our commerce.

I have, &c.

(Signed) NATHL. ISAACS.

Account of Bafts and other Goods shipped on board the brig "Eliza" for the Portendic Gum Trade in 1835, *showing the loss sustained by the interference of the French, as per protest.*

CARGO CONSISTING OF	£	s.	d.
To 3000 pieces bafts, which, if sold at public auction, would produce at most no more than 9*s.* 6*d.* each	1,425	0	0
14 cwt. tobacco, at 6*d.* per lb.	39	14	0
40 bags, each 2 cwt., East India sugar, at 4*d.* per lb.	149	6	8
3 cwt. loaf sugar, at 8*d.* per lb.	11	4	0
1 ton bar iron 6*l.*, 1 ton iron pots, 9*l.*	15	0	0
3 barrels gunpowder at 40*s.* is 6*l.*, 3 kegs flints, 30*s.*	7	10	0
25 tons rice at 7*l.*	175	0	0
10 boxes brass rods, each 2*l.*, is 20*l.*; 30 fowling pieces at 10*s.*, is 15*l.*	35	0	0
7 cases swords at 30*s.*, 10*l.* 10*s.*; 1 gross looking-glasses at 5*s.*	10	15	0
The total amount the cargo would produce at auction	£1,868	9	8

WOULD HAVE PRODUCED IN GUM	tons.	cwts.	qrs.	lbs.		£	s.	d.
	113	16	3	14	at the rate of 85 lbs. per piece of baft			
	1	8	0	0				
	4	3	0	0	2 lbs. tobacco to 4 lbs. gum, being an equal weight of gum for the weight of sugar			
	1	10	0	0				
	0	5	0	0				
	8	0	0	0				
	1	0	0	0				
	0	5	0	0				
By	130	7	3	14	gum, at 90*l.* per ton	£11,735	8	9
						1,868	9	8
					Making a total loss of	£9,866	19	1

Memorandum.—The above estimate of the "Eliza's" cargo is probably more than it will produce in consequence of the injury the bafts will sustain from the lengthened period that must elapse before the whole of them can be disposed of either by public or private sale.

Witness,
(Signed) G. FULLER.

(Signed) HENRY J. PINSENT,
Supercargo brig "Eliza."

The above account is a correct statement of facts.

(Signed) NEVILLE REID SAYERS,
Commander "Eliza."

September 24, 1835, exhibited.
(Signed) THOMAS KELLY.

CERTIFICATE as to the Value of the "Eliza's" Cargo and Probable Produce thereof.

THESE are to certify that the accompanying estimate of the value of the cargo shipped on board the brig "Eliza" (N. R. Sayers, master), for the gum trade at Portendic, is in my belief rather under than over the quantity of gum it would have produced, considering the rate at which we had been accustomed to trade with the natives, which was at the rate of 85lbs. per piece of baft, and the probability is, that independent of the whole of the bafts fetching at public sale the sum of 9*s.* 6*d.* per piece, at which price I have calculated they would sell, and have estimated the whole of them at that price, a considerable sum ought to be deducted for many of them which were more or less injured during the voyage and our stay at Portendic.

(Signed) HENRY J. PINSENT.

Sworn this 24th day of September, 1835, before me,
(Signed) THOMAS KELLY.

CERTIFICATE and Statement as to Loss on "Eliza" by Demurrage.

THESE are to certify that the annexed account was at my request made out and forwarded from the colony of Bathurst, Saint Mary's River, Gambia, by Nathaniel Isaacs, Esq., the agent of G. C. Redman, Esq., owner of the brig "Eliza," (N. R. Sayers, master,) as being the amount of loss she had then actually sustained from the demurrage or detention of the vessel, and the quantity of gum for which I had contracted and had already paid away goods to a considerable amount in advance for this gum, and which was wholly lost through the illegal interruption of the French force, who were dispatched with expressed intentions to destroy our legal gum trade.

That on my return from Gambia to Sierra Leone, I stored the bafts and other goods, as I found it quite impossible to effect a sale for them.

That there is every probability from the great length of time that must elapse, and before they can be sold either by public auction or private contract (in consequence of the great glut of that description of goods in all the markets along the coast, arising from the interruption and stoppage of our legal trade at Portendic by the French), that many of them will not realize one-fourth of their original cost price, as they will be more or less injured not only from the protracted and lengthened period of the voyage, but also from many other unavoidable disadvantages.

That the rice which was a part of my cargo being of a perishable nature, and to effect as immediate sale of it as possible, it was taken to the West Indies, and there sold at an immense sacrifice.

And further, that it is my belief that the amount of the proceeds of the "Eliza's" cargo (see my estimate signed by my own hand) is really more than it will now produce, arising from the before-mentioned unavoidable disadvantages and circumstances.

(Signed) HENRY J. PINSENT.

Sworn this 24th day of September, 1835, before me,
(Signed) THOMAS KELLY.

STATEMENT of Losses incurred by the Brig "Eliza," in consequence of the French molesting and obstructing her Trade at Portendic, to the extent of driving her away from her Anchorage.

	£	*s.*	*d.*
To demurrage from the 1st of January, the period of the said vessel taking in her cargo for Portendic until the probable time of her arrival at Portendic, and being placed in the same situation that she was in when driven away by the French, fifty-nine days (59) at £10 per diem	590	0	0
12 days to be allowed for a messenger to the gum holders after the vessel is at anchor, at £10 per diem	120	0	0
50 tons of Gum which was contracted for, and ready to be shipped, at £70 per ton	3,500	0	0
	£4,210	0	0

St. Mary's, Gambia, February 19, 1835.
A true copy. (Signed) NATHANIEL ISAACS.

This is the account as referred to in the annexed affidavit.
September 24, 1835.
(Signed) THOMAS KELLY.

No. 3.—DEPOSITIONS as to Arrangements made for Trading to Portendic.

Port of Bathurst, River Gambia.

BY this public instrument of protest and declaration, be it known and made manifest unto all whom it may concern, that on the 7th day of the month of September, in the year of our Lord 1835, before me, Thomas C. B. Weir, notary public, by lawful authority duly admitted and sworn, and residing at Bathurst, in the settlement of Saint Mary's, River Gambia, personally came and appeared Nathaniel Isaacs, of the said settlement, merchant, who being duly sworn on the Holy Evangelists, did then and there of his own free will and voluntary accord, before me the said notary public, protest and declare, that in consequence of arrangements entered into by the said appearer on the one hand, and by certain Moors at Portendic on the other, some time in the month of August, in the year of our Lord 1834, the said appearer proceeded to England in the month of September of the same year, and entered into an agreement with George Clavering Redman, of the city of London, merchant, to continue the gum trade of Portendic, and that for that purpose the brig "Meta" and schooner "Marmion" were purchased towards the latter end of the month of October, year aforesaid, and that an assorted cargo was shipped in brigs "Eliza" and "Meta," amounting in value to upwards of 11,000*l.* sterling. That the said brig "Eliza" sailed from London on or about the 10th day of October, direct for Portendic, where she arrived on the 12th day of November and communicated with the Moors, that she then proceeded to the Gambia and to Sierra Leone, for the purpose of procuring rice, an indispensable article in the Portendic trade. That the brig "Meta" sailed from the port of London on the 13th day of November, year aforesaid, and arrived at Portendic on the 14th day of December, and then proceeded to Goree and to the Gambia, where she arrived on the 20th day of the same month and year. That agreeably to arrangements made by appearer with the Moors, the said appearer contracted with Charles Heddle and William Goddard, merchants at the Gambia, for 400 bordeaux of corn, and with John James Staples Finden, also of the same place, merchant, for the hire of the schooner "Chance," to proceed on or before the 10th day of February with the said corn to Portendic, and that on the 6th day of January, 1835, the brig "Meta" sailed from the Gambia, and arrived on the 13th of the same month at Sierra Leone, where appearer purchased of Elias Deeper sixty-four tons of rice, in pursuance of his arrangements with the Moors at Portendic. That on the 21st day of January the brig "Meta" sailed from Sierra Leone, and on the 4th day of the month of February called at the Gambia to take in part of the corn the said appearer had contracted for in the month of December of the year preceding. That the schooner "Marmion" had arrived at the Gambia on the 16th of January, 1835, to join the said brig "Meta," and to carry on the trade at Portendic, and that further arrangement had been made for the brigantine "Matchless" to leave London in the month of February with an assorted cargo, value about 5,000*l.* sterling, expressly and directly for Portendic, with the intention that on the arrival there of the said brigantine "Matchless," the brig "Meta" should proceed to Mecca in the Red Sea with fifty Moors as passengers, according to agreement entered into in August, 1834, between the said appearer and the Moors of Portendic. That all these arrangements were made at considerable expense and loss of time, and notice was given at the office of the Secretary of State for the Colonies, London, of appearer's intention to prosecute the Portendic trade, and that the said appearer and George Clavering Redman aforesaid, felt quite secure in embarking their time and capital in a trade which was guaranteed to British subjects by the Treaty of 1783, entered into between the respective Governments of France and England, and more particularly as the two British vessels, the schooner "Governor Temple" and cutter "Industry," which had been seized at Portendic by the French cruizers, had been given up to their respective owners, and as no notice whatever of blockade had been given until the 24th day of January, in the year of our Lord 1835, when the local authorities of Senegal gave notice of their intention to put Portendic and the whole line of coast to the northward as far as the River St. John, in a state of blockade from the 14th day of February ensuing. That at this period George Clavering Redman, of London, for whom appearer was agent, had fitted out the brigs "Eliza" and "Meta," and the schooner "Marmion," all laden with goods expressly for the Portendic market, and which it has been since found impossible to find a sale for at any other place on this coast, and that the said George Clavering Redman being without any advice or information, except that His Majesty's Government had stated in a letter to appearer that they would be prepared to extend protection to vessels trading to Portendic, continued to fit out the brigantine "Matchless" and cutter "Prince Oscar" of seventy tons $\frac{93}{94}$, agreeably to arrangements being made with appearer in the month of October, 1834. That upon said notice of blockade being received at the Gambia, Lieutenant-Governor Rendall dispatched His Majesty's brigantine "Griffin" to remonstrate with the authorities of Senegal and with the French cruizers against their proceeding, and that appearer hoped that the authorities of Senegal would not persevere in the unjust attempt to deprive British subjects of their right to trade at Portendic without at least giving them all due notice. And in consequence detained the brig "Meta" and schooner "Marmion" at

the Gambia until the result of his Excellency's remonstrance should be known. That appearer's case, already bad enough in having a large capital lying idle, was made still worse by the arrival at the Gambia on the 18th day of February of the before-mentioned brig "Eliza," to protest and seek protection against the French cruizers the "Bordelaise" and "Gazelle," for having been forcibly driven away from Portendic. That appearer therefore, reluctant to expose the crews of the "Meta" and the "Marmion" to similar insult, still detained them at the Gambia, in the hope that the illegal blockade would yet be taken off. That to prevent, however, as far as possible, further loss being incurred, appearer sent the "Marmion" to the Mediterranean, with orders to return to Portendic, provided she could procure a suitable cargo. That on the 13th March, His Majesty's brigantine "Griffin" arrived at the Gambia, bearing despatches in answer to Lieutenant-Governor Rendall's remonstrance, that the French were determined to use every means in their power for the strict enforcement of the blockade. That appearer still hoped from the good understanding existing between the British and French Governments, that the latter would see the injustice which had been done, and the blockade would still be removed in time to enable British subjects to retrieve in part their losses, and to allow to participate in a trade which the French, during the whole time of the blockade, were carrying on most actively and reaping immense advantages in their settlement at Senegal, from the circumstance of the Moors having no other outlet for the produce, which was of a perishable nature. That the appearer being unable to dispose of any part of the cargo of the brig "Eliza," despatched her to Sierra Leone, and the corn, being very liable to spoil, he sent to the Cape de Verd Islands by the brig "Meta," after she had been detained forty-five days at the Gambia, waiting the result of the remonstrance which had been made. That on the 21st day of March, the said brig "Meta" sailed for the Island of Mayo, where she arrived on the 24th day of the same month; but in consequence of a revolt of the Portuguese troops, in which great atrocities were committed, appearer considered it unsafe to remain, and on the 29th of March, she again arrived at the Gambia. That the next day the said brig "Meta" sailed for Bissao, where she arrived on the 31st day of March. That said appearer being unable there to effect any sales, having received information of two men-of-war having sailed for the Cape de Verd Islands, sailed from Bissao on the 7th of April, shaped her course for the Island of Mayo, and on the 10th day of April observed the brigantine "Matchless" standing in for the Gambia, and afterwards fell in with and spoke the cutter "Prince Oscar" off the Gambia, both vessels having been driven away from Portendic. That to prevent detention and further loss, appearer left the "Meta," and went into the Gambia in the cutter-boat to arrange a voyage for the "Matchless," and the following day he sent the "Prince Oscar" to Sierra Leone, to endeavour there to find a market. That on the 10th day of April, the brigantine "Matchless" anchored in the Gambia, and the master having noted his protest, and appearer finding it impossible to sell the cargo intended for Portendic, landed the whole, except the Bengal rice, and having shipped on board the "Matchless" the rice the "Meta" had brought from Portendic, he despatched the said brigantine on the 19th day of April to the West Indies, there to dispose of her cargo. That on the 20th day of May, the brig "Meta" returned from the Cape de Verd Islands, having disposed of her corn at considerable loss, and taken in exchange a cargo of salt, which still remained on hand. That appearer finding at last there was no chance of the blockade being raised as long as the French obtained thereby the gum at Senegal, endeavoured to effect sales at the Gambia, but in consequence of the number of vessels turned from Portendic, and the market being in consequence completely overstocked, he found the bafts would not realize first cost, that the greater part of the rest of the cargoes were entirely useless but for the Moors. That appearer had no alternative but again to try the market of Bissao, whither the brig "Meta" sailed on the 27th of May, and arrived on the 30th of the same month. That at Bissao some other sales were effected, but as the import and export duties were sixteen per centum, with other charges, appearer barely realized prime cost, and in consequence of heavy rains and tornadoes, the said brig "Meta" was detained at Bissao till the 22nd of June, when she sailed for the Gambia, and arrived on the 25th day of the same month. That up to this period appearer declared that no effort on his part had been wanting to diminish as far as possible the loss, and as he could neither dispose of the "Meta's" cargo, nor get a freight for the vessel, he contracted for a cargo of timber, and determined to send home the brig. That on the 26th day of June, appearer discharged the whole of the "Meta's" cargo, and had it deposited in a store, which he had hired for the purpose; and on the 5th day of July, the said brig sailed from Saint Mary's to take in the timber at Footiconda, and that the European crew being all sick, appearer hired an extra crew of seven, and a master mariner, named Peter Gibson, a second mate, to expedite the loading of the vessel. That on the 4th day of July, the said brig anchored off Hawks Island, and on the 15th, she commenced loading, and on the 17th she dropped down the river, and anchored off Donhehoo Creek, the weather being intensely sultry, with heavy intervening showers. That on the 22nd day of July, the master of the said brig proceeded down the river to endeavour to complete his loading at another place, and on the passage down, every one of the European crew, with two of the coloured men, became sick and unable to attend to duty. That on the 28th of July, Captain Freeman, the master, and five of the men, left the vessel, and came to Saint Mary's for medical aid, and were found so dangerously ill as to be obliged to go to hospital, when, to complete the "Meta's" loading, appearer found himself obliged to hire another crew of four men. That on the 9th day of August, appearer himself went up to Vintain creek, where the vessel was lying, and found Captain Gibson, with the second mate, cook, and steward, all most dangerously ill. That on the 23rd of August, John Croaker,

seaman, was brought down the river sick, and on the 24th of the same month, Captain Gibson was brought down, who died on the 27th. That on the 26th day of August, the brig "Meta" arrived at Saint Mary's, when appearer was again under the necessity of hiring extra men to complete her loading, but that notwithstanding all his exertion, appearer is obliged still to keep the said brig at the Gambia until the crew recover, or it is possible to obtain another crew to take the said brig "Meta" to London. And the said appearer further declared, that in consequence of the illegal blockade at Portendic, contrary to the Treaty of 1783, and put in force by the French without due notice of their intention, all his commercial plans have been frustrated, and that all and every one of the aforesaid vessels have been compelled to deviate from their original destined voyages, thereby causing to George Clavering Redman and appearer a loss of 42,061*l.* 11*s.* 4½*d.* sterling, as set forth in the accompanying account current, and that the original cargoes of the brig "Meta" and brigantine "Matchless," now lying in the store, are liable to sustain great damage, from the dampness occasioned by the heavy falls of rain at this particular season of the year.

That the brig "Eliza" and cutter "Prince Oscar" having been sent to Sierra Leone, appearer is not enabled to calculate that part of his loss, nor the various insurances upon the different voyages the vessels have been obliged to proceed on. And the said appearer did further allege and affirm that no part of the aforesaid losses were caused by any act or neglect of his, but that every effort was made to diminish as far as possible these losses. And I the said notary public, at the request of the said Nathaniel Isaacs, have protested, and by these presents do most solelmly protest, against all and every person or persons whomsoever whom it doth, shall, or may concern, for and on account of all and all manner of losses, damages, prejudices, and detriments whatsoever which may occur from the aforesaid premises, or which the cargoes of the aforesaid brigs "Eliza" and "Meta," brigantine "Matchless," schooner "Marmion," and cutter "Prince Oscar," or any part thereof, have or hath already sustained, or may hereafter sustain, in consequence of the blockade aforesaid, without due and legal notice given, all which matters and things now declared, as before is set forth, in the presence of me the said notary public, and therefore I have hereunto subscribed my name, and affixed my notarial seal, being requested to testify and certify the premises. Thus done and protested at Bathurst aforesaid, the day and year first above written.

(Signed) THOS. C. B. WEIR,
Notary Public.

Port of Bathurst, River Gambia.

NATHANIEL ISAACS, merchant, of Bathurst, Saint Mary's, River Gambia, mentioned in the foregoing protest, maketh oath and saith, that the contents thereof are in every particular and respect just and true.

(Signed) NATH. ISAACS.

Sworn by the said deponent at Bathurst, St. Mary's, this 7th day of September, 1835, before me.

(Signed) THOS. C. B. WEIR,
Notary Public.

PROTEST of the Master of the "Prince Oscar."

BY this public instrument of declaration and protest, be it known and made manifest, that on the 15th day of October, 1835, before me, Lewis Gibson, of the city of London, notary public by royal authority, duly admitted and sworn, personally came and appeared Edward William Pidgeon, master mariner, and master of the good cutter or vessel called "Prince Oscar," of the burthen of seventy tons by register measurement or thereabouts, belonging to the port of London, and noted a protest in my offices upon the arrival of said vessel from Accra, coast of Africa, laden with a cargo of palm oil, ivory, camwood, &c., against high seas, bad weather, and all other unavoidable accidents.

Afterwards, on Wednesday, the 22nd day of October, before me, notary aforesaid, again personally came and appeared the said William Edward Pidgeon, who being desirous of extending his protest so noted as aforesaid, declared for truth as follows: That being bound for Portendic, Gambia, Sierra Leone, and thence back to Portendic, he, this appearer, got under weigh from his moorings in the River Thames, on the 2nd day of March last past, having a pilot on board, and proceeded with all possible despatch out of the port of London, ran down the river. On the 4th, it blowing fresh, weighed anchor, found the anchor-stock broke and shank bent, let go the best bower, therefore sent the other to repair at Gravesend. On the 5th, came to an anchor off the South Foreland, the weather continuing very boisterous. On the 6th, while riding in the Downs, experienced heavy weather from the south-west, riding with both anchors, drove from our berth, and in so doing broke the best bower anchor-stock, and received another off from Deal. On the 12th, the wind coming from the northward, this appearer made all possible sail down channel and got into Portsmouth on the 14th. Sailed on the 18th

and on the 20th following passed the Lizard Light, and it blowing moderately this appearer set all possible sail to advantage, and made all possible despatch for his destined port: as constant gales of wind and heavy seas would allow nothing worthy of particular notice occurring until the 7th day of April, when he made the coast of Africa, and at four in the afternoon sounded in twenty fathoms water, and at six came to an anchor in eight fathoms water, with thirty-five fathoms of chain, supposed to be about fifteen or sixteen miles north of Portendic; and at six the following morning got under weigh and made all sail for Portendic; and at eight saw a French brig of war riding; at 9. 30, shortened sail, when the brig's boats boarded said vessel and ordered her off, stating the coast was under a strict blockade; therefore, at 10. 30, made sail for Gambia, and on the 10th this appearer made the Island of Goree, bearing east-north-east distant about eight miles. On the following day a pilot came on board and made sail for Gambia. At 7 A.M. of the 11th, came to anchor there, the Cape St. Mary's bearing S.S.E. distant about five miles, when Mr. Isaacs, Mr. Redman's agent, came on board, informing this appearer that no trade being likely to be permitted by the French to be carried on this season at Portendic, advised him immediately to proceed to Sierra Leone, and there endeavour to employ the vessel. On the following day at 12 A.M. got under weigh, and made all possible sail for Sierra Leone. On the 16th following, this appearer experienced fresh breezes from the north-west. At 9 A.M. saw the land, and finding the water very shallow, hauled to the wind. On the 18th, at 5 P.M. saw the land, at 6 A.M. Cape Sierra Leone bore E.S.E., and at 10 A.M. came to an anchor in the harbour. On the 19th shifted our berth to discharge, and employed men in discharging and taking in cargo from the "Gil Blas;" as no freight was obtainable to come to England with or elsewhere, Captain Holmes, the senior captain in Mr. Redman's employ, advised this appearer going down the coast in search of employment. On the following day, ran out to sea, and came to an anchor in eight fathoms water, Cape Sierra Leone bearing S.S.W. distant about two miles. On the 23rd this appearer went on board the "Gil Blas" as she was coming out of the harbour, and returned in the "Gil Blas's" boat with cargo. At six got under weigh and made all possible sail for standing to the north-west. On the 28th came to an anchor in eight fathoms water. At daylight, got under weigh and made sail for the Gallinas, and at noon was abreast of the said place. On the following day, the 29th, made sail for Sugury, and at 5 P.M. came to an anchor off Sugury, in eleven fathoms water, and this appearer went on shore to trade for wood, but finding none, returned and got under weigh for Manna. On the 2nd May following, at 6 A.M. this appearer experienced a heavy tornado, in which the gaff-topsail was split to pieces. On the following day this appearer got under weigh, and made sail; on the 5th the river Jank bore N.E. Continued to trade along the coast of Africa, during which time this appearer experienced very bad weather, continually heavy tornados, very heavy squalls, and tremendous high seas. July the 2nd. Was at Senova, when, in purchasing, the anchor fouled a rock, which broke one fluke, bent the shank, and, from the severe strain, broke and tore up the hawse-pipe, and was otherwise strained. On the 8th day of July, experienced a heavy squall, the sea at times running very high; said vessel suddenly pitched so exceedingly heavy that the topmast broke off by the cap, repaired same in the best temporary manner, and again made sail, the weather continuing very boisterous during all the time this appearer was trading at different places with part of the cargo of the "Gil Blas," on freight, on the coast; and on the 2nd day of the month of August, this appearer, having loaded said vessel, and got all on board necessary for her intended voyage, proceeded to sea and made all possible sail for England. On the 10th made the Island of Annabona, this appearer prosecuting his voyage with all possible dispatch. On the 23d, the Peak of Pico bore N.W. half W. distant about forty miles, this appearer occasionally experiencing very heavy seas, and tremendous squalls of wind, which caused said vessel to roll and pitch very heavily. On the 1st day of October instant, this appearer experienced a tremendous heavy squall from the N.N.W.; took in the gaff-topsail, and two reefs in the mainsail; at the same time a tremendous heavy sea was running, which caused this appearer to heave said vessel to. On the following day, the weather was unabated, said vessel labouring and straining very heavily; at noon, the weather moderated, hauled her close to the wind and made sail. On the 11th of October, made St. Alban's Head, then bearing N.E. On the following day, the 12th, at 8 A.M., Beachy Head bore S.E. by E., distant about six miles; at 2 A.M. passed Dungeness and came to an anchor in the Downs, when this appearer went on shore for another anchor; at 4 P.M., got the anchor on board and bent the chain to it. On the following day this appearer got under weigh in and with said vessel, and made all possible sail for the port of London. On Wednesday, the 14th, exchanged pilots at Gravesend, and made sail up the river; and on the 15th, at 7 A.M., arrived at Blackwall, and hauled into the West India Docks, and prepared said vessel for the due delivery of her cargo. Furthermore, the said appearer declared, that at the time of said vessel's departure from London, and afterwards from Portendic, Sierra Leone, and coast of Africa, aforesaid, she was light, staunch and strong, her cargo properly dunnaged and stowed; was well and sufficiently manned, tackled, apparelled, and furnished with everything needful and necessary for such a vessel and voyage; that during the aforesaid hard gales of wind, heavy tornados, and high seas, and throughout the whole of the voyage, every precaution and care was taken to prevent and preserve said vessel, her cargo. tackle, and apparel, from loss and damage, so that the loss and damage that hath happened to said vessel, her tackle, and apparel, or to the cargo, (should any be) was occasioned as aforesaid, and not otherwise, and not by, or through the

insufficiency of said vessel, her tackle and apparel, or neglect of the said master, the mate, or any of said vessel's crew.

Therefore the said appearer declared to protest, and by these presents he doth most solemnly protest against the aforesaid hard gales of wind, heavy tornados, and high seas, but more particularly and especially against the circumstance of the French having blockaded Portendic, thereby preventing him, this appearer, from prosecuting his intended voyage, and for all and every loss, cost, detriment, damage, and expense that hath, can, or may arise therefrom: To the end that the same may be had, borne, sustained, and recovered by those to whom of right it doth, can, or may appertain.

(Signed) E. W. PIDGEON.

Whereof an act being required of me, the said notary, I have granted these presents, under my notarial form and seal of office, to serve and avail as occasion may require.

Signed, sealed, and delivered, being first duly stamped, in the presence of

(Signed) H. C. CHEESEWRIGHT.

(*Quod Attestor.*) (Signed) LEWIS GILSON,
Notary.

WE whose names are hereunder, of and belonging to the good cutter or vessel called "Prince Oscar," within mentioned, do solemnly and sincerely declare that the contents of the aforegoing declaration and protest are in every thing true; and we do make this solemn declaration conscientiously believing the same to be true: and by virtue of the provision of an Act made and passed in the 6th year of the reign of His present Majesty, entitled "An Act to repeal an Act of the present session of Parliament, entitled An Act for the more effectual abolition of oaths and affirmations taken and made in various departments of the state, and to substitute declarations in lieu thereof, and for the more entire suppression of voluntary and extra-judicial oaths and affirmations, and to make other provisions for the abolition of unnecessary oaths."

(Signed) ROBERT LUCAS, Mate.
GEORGE CLARKE.

Declared before me, at Guildhall, this 20th day of November, 1835.
(Signed) JOHN PIRIE,
Alderman.

LITERAL Translation of the Agreement between Nathaniel Isaacs, of the "Matchless," and the Moors at Portendic.

ABDALLOIE BEN OWRIE is witness, and Hom-ador is another witness to an agreement made by Mr. Isaacs with fifty Moors, each one to give twenty-five casks of gum, half to be paid to Mr. Isaacs before he leaves Portendic for Mecca, and the other half when he returns to Portendic, providing Mr. Isaacs brings a vessel to take them (the fifty Moors) to Mecca, and brings them back to Portendic; Mr. Isaacs also talked with the fifty Moors as above, all of them Trazar Marabouts (or Priests), named Mahomid Ben Owrie, Mahomid Side Bayad, Alle Side Mahomid, Alleyer Tralaaye, Babuckre Owadee Othman, Homid Elboo, Aowmarat Babuckre Ebboo, Allyer Somba, Baband Solache, Mahomid Ben Howmaram Mackarie, Ozie Nassar, Charord Hormar Olmish, Mahomid Howmayre, Mahomd el Corash, Howmadee Zedú, Mochtar Baabuckrs Boyce, Ben Hibelar, Ormar Hausar, Boumassa Lusshar, Getar, Lebarrack, Mahomid Loily Samad, Mahomid Libene Bobuckre, urlde Homid Teedor, Joube urlde Sidere, Mahomid urlder Side Osze Brahim, Brahmi urlde Allaya, Alline urlde Homid, Talmood, Mahomid Loileway.

We, the above-named persons, thank God for making us Mussulmans, and we thank God for giving us this opportunity to go to Mecca, and to bring us back; we are glad for all this, and we are not afraid to go, we are to get a fine vessel, and a good white man, who is to give us rice and water, and any one that can bring some camel and bullock's meat for himself, must do it, and we thank God for all things.

This agreement was talked over in June, and decided upon the 23rd of August, when it was made out by two of the Priests, and agreed to by me.

(Signed) NATHL. ISAACS.

DEPOSITION as to the "Eliza," "Meta," "Marmion," "Matchless," and "Prince Oscar," having come out to Portendic, 1834—5.

Also as to value of Bafts.

London, to wit.

JOHN MESSERVY, of the firm of Chown and Messervy, of Saint Mary's River, Gambia, merchants, maketh oath, and saith that the following vessels, viz.:—

The brig "Eliza," .. .. .. Neville R. Sayers .. .. .. Commander.
do. "Meta," .. .. .. R. S. Butcher, ... „

The Schooner "Marmion,"..... J. White, ... Commander.
Brigantine "Matchless,"... Thomas H. Sutton, ... „
Cutter "Prince Oscar" ... Edward Pigeon, ... „

came out to Portendic in the months of December, in the year of our Lord 1834, up to the month of April 1835, for and on account of George Clavering Redman, of the City of London, merchant, came out to Portendic, for the purpose of trading with the Moors for procuring gum, but were ultimately prevented by the French squadron lying off the same place, and thereby blockading the lawful trade of Great Britain, and that the same vessels in consequence were obliged to leave that place without being able to trade, and proceeded to St. Mary's River, Gambia.

(Signed) JOHN MESSERVY.

Sworn this 14th day of September, 1835, before me,
(Signed) THOMAS KELLY.

London to wit.

JOHN MESSERVY, of the firm of Chown and Messervy, of Saint Mary's, River Gambia, merchants, maketh oath and saith, that the quantity of bafts now lying in the stores of Nathaniel Isaacs, Esquire, as imported by him, for the account of George Clavering Redman, of the City of London, merchant, for the gum trade of Portendic, that to the best of his belief, that if the same were to be put up to public sale or private contract, they would not realise nine shillings sterling per piece, in consequence of the great quantity being now in the market at that place, and so large a quantity of bafts not being required for the supply of the place.

(Signed) JOHN MESSERVY.

Sworn this 24th day of September, 1835, before me,
(Signed) THOMAS KELLY.

TO all whom it doth or may concern.—I Lewis Gibson, of the City of London, notary public, by Royal Authority, duly admitted and sworn, do hereby certify and declare the signatures "Thomas Kelly," at the foot of the affidavits hereunto annexed, is of the own, true and proper handwriting of Thomas Kelly, an Alderman of the City of London, and one of His Majesty's Justices of the Peace, in whose presence oath was administered in due form of law, unto John Messervy, merchant, (of the firm of Chown and Messervy, of Saint Mary's, River Gambia,) the deponent named in the said affidavits, who has signed the same. Therefore full faith and credit is and ought to be given in judicature, and thereout, whereof an act being required of me the said notary, I have granted these presents under my notarial form and seal of office, this 25th day of September, 1835, to serve and avail as occasion may require.

Quod Attestor,
(L.S.) (Signed) LEWIS GIBSON,
Notary.

PROTEST of Thomas Halk Sutton, Master of the "Matchless."

Port of Bathurst, River Gambia.

BY this public instrument of protest and declaration, be it known and made manifest unto all whom it may concern, that on the 10th day of April, 1835, before me William Bishop, residing at Bathurst, Saint Mary's, River Gambia, personally came and appeared, Thomas Halk Sutton, who being duly sworn upon the Holy Evangelists, states that he is master of the brigantine "Matchless" of London, of the burthen per register of $167\frac{1}{94}$ tons. The said brigantine "Matchless" sailed from London on the 2nd day of March, in the year of our Lord aforesaid, with a cargo laid in expressly for Portendic, was wind-bound in the Downs until the 12th of March, when she got under weigh and proceeded down channel, but from distress of weather was obliged to put into Portsmouth on the 14th of March aforesaid, on the 18th again got under weigh, and appearer shaped his course for the coast of Africa, and arrived off the Bay of Portendic on the 6th day of April of the year aforesaid.

As appearer was standing into the anchorage a boat with an officer and six men dressed in the French uniform and wearing side arms, came from the French brig of war "La Bordelaise," then laying about four miles off the shore, and boarded the said brigantine "Matchless," and immediately the French officer reached the deck, he addressed appearer in English, and asked "What business have you on the coast?" Appearer replied that he was bound to Portendic, and that he, appearer, expected there was an English gentleman on shore at Portendic waiting his arrival. The officer said there was no one at Portendic, and that if appearer attempted to go inside the French brig of war "Bordelaise," that her commander, Captain Condé, would send an officer with a guard to take charge of appearer's vessel, and would detain her alongside the "Bordelaise" until another French brig of war arrived, when appearer should be sent with the aforesaid brigantine "Matchless," to Fort Saint Louis, on the River Senegal.

Appearer again assured the French officer that he was direct from London, with orders to land his cargo at Portendic, and then proceed to the River Gambia. And appearer considering it his imperative duty to perform the purport of the voyage upon which he was

sent, expressed his determination to go into the anchorage. The French officer hastily replied that appearer must quit the coast immediately, or he should send for an officer and guard to take charge of appearer's vessel. The French officer then told appearer that the coast had been declared in a state of blockade on the 15th February last past from Cape Blanc to the Bay of Portendic, and that the French had already sent the English brig "Eliza" away from Portendic. Appearer told the French officer that he would go and see the commander of the French brig of war "Bordelaise," and learn from him whether the coast was actually in a state of blockade. Appearer accordingly run the aforesaid brigantine "Matchless" down towards the "Bordelaise," on approaching which vessel a boat was sent to the "Matchless," and appearer proceeded on board the French brig of war "Bordelaise." Appearer was introduced to the commander of the "Bordelaise" on the quarter-deck. Appearer told the said commander that he was bound from London to Portendic, with a cargo shipped expressly for that market, and that he appearer consequently required to anchor the aforesaid brigantine "Matchless" in the Bay of Portendic. The commander of the French brig of war "Bordelaise" then told appearer (through the interpretation of an officer who spoke English), that if appearer attempted to take the British brigantine "Matchless" between the "Bordelaise" and the shore, or if appearer did not take the said brig "Matchless" off the coast immediately, he would order an officer to proceed on board the aforesaid "Matchless," and take possession of her. Appearer then demanded what would be the result if he persisted in coming to an anchor. The commander of the French brig of war said that he would not permit him to do so, neither would he allow appearer to have any communication with the shore; and unless appearer gave his promise to go off the coast immediately, he would detain the aforesaid brigantine "Matchless" alongside the French brig of war "Bordelaise," until another French man-of-war arrived, when he would send the aforesaid "Matchless" to Fort St. Louis, in the River Senegal.

Appearer thus finding that the commander of the French brig of war "Bordelaise" was determined to take possession of his vessel, if appearer persisted in coming to anchor, or made any attempt to prosecute the purport of his voyage, namely, to hold communication with the Moors of Portendic, the said brigantine "Matchless" having a cargo on board intended exclusively for that trade, and appearer perceiving that the French commander was getting warm on the subject, and fearing that any further delay on the part of appearer would exasperate the French commander to put his threats into execution, and seize the brig "Matchless," appearer had therefore no alternative but in giving the exacted promise to quit the coast. Appearer accordingly returned on board the aforesaid brigantine "Matchless," and made all sail for the nearest British port, to seek protection from his Government, and to protest against the outrageous and illegal conduct of the commander of the French brig of war "Bordelaise," or whomsoever else it shall or may concern.

Appearer arrived in the aforesaid brigantine "Matchless" in the port of Bathurst, Saint Mary's, River Gambia, on the 10th day of April, in the year of our Lord aforesaid.

And therefore the said appearer, Thomas Halk Sutton, did declare and protest, as by these presents he doth most solemnly protest against all and every persons or person whom it shall or may concern, and to declare that all damages, losses, detentions, and detriment that have happened to the said ship and the goods of her loading, through the forcible obstruction of her legal trade, and removal from the Bay of Portendic, are and ought to be borne by the commander of the French brig of war "Bordelaise," Monsieur Pujol, the Governor of Senegal, the Government of France, or whomsoever else it shall or may concern, the same having occurred as aforesaid, and not by or through any act of the said appearer, his officers, or any of his mariners.

All of which acts being requested of me, the said notary public, I have granted these presents under my seal of office to serve and avail as occasion shall or may require.

(Signed) WM. BISHOP,
(L.S.) Notary Public.

THOMAS HALK SUTTON, master of the brigantine "Matchless," of London, mentioned in the foregoing protest, maketh oath and saith that the contents of the foregoing protest are in every respect just and true.

(Signed) THOS. H. SUTTON.

Sworn before me at Bathurst, Saint Mary's, Gambia, this 10th day of April, 1835.

(Signed) WM. BISHOP,
Notary Public.

THOMAS ARNOTT, chief mate on board the aforesaid brigantine "Matchless," of London, personally appeared before me William Bishop, notary public, this 10th day of April, 1835, and made oath and saith that the statements given by the master of the brigantine "Matchless," in the foregoing protest, relative to the conduct of the French at Portendic, are in every respect just and true.

(Signed) THOS. ARNOTT.

Sworn before me, at Bathurst, Saint Mary's, this 10th day of April, 1835.

(Signed) WM. BISHOP,
Notary Public.

EDWARD COATES, second mate on board the aforesaid brigantine "Matchless," of London, personally appeared before me William Bishop, notary public, this 10th day of April, 1835, and maketh oath and saith that the statements given by the master of the brigantine "Matchless" in the foregoing protest, relative to the conduct of the French at Portendic, are in every respect just and true.

(Signed) EDWARD COATES.

Sworn before me, at Bathurst, St. Mary's, this 10th day of April, 1835.

(Signed) WM. BISHOP,
Notary Public.

Certified to be a true copy of the original protest before me on the 10th day of April, 1835.

(Signed) W. BISHOP,
Notary Public.

DEPOSITION as to purchase of "Meta" for a voyage to Portendic and Mecca, and loss upon its cargo and voyage.

I, RICHARD JAMES BUTCHER, do hereby declare upon oath, that, at the request of Messrs. Redman and Isaacs, I went about London in all October to search for a vessel suitable to the gum trade, and to take passengers to Mecca, in the Red Sea, and upon giving my opinion that the brig "Meta" would answer, Mr. Redman purchased the said brig, and put me in as master to perform a voyage to Portendic and Mecca. At the beginning of the month of November I commenced taking in cargo, laid in expressly for Portendic; on the 13th of November we sailed direct from London to Portendic, hence to the Gambia, where we made arrangements for a quantity of corn, and then proceeded to Sierra Leone, and took in sixty-four tons of rice for Portendic. On the 3rd of February the vessel returned to Gambia, upon the passage to Portendic, where we learnt that the French local authorities had given notice of their intentions to blockade Portendic, and that His Majesty's brigantine "Griffin" was going to Senegal to remonstrate against such proceedings. In consequence I waited at the Gambia from the 3rd February until the 24th instant, when the brig "Eliza" arrived at the Gambia to protest against the French cruizers, they having forcibly driven her away from Portendic; was then ordered by Mr. Isaacs to tranship the Bengal rice and other goods from the "Meta" to the schooner "Marmion," and proceed, as master of the said "Marmion," to Gibraltar, and return to Portendic. This voyage was planned in order to prevent loss, and in the hope that the remonstrance would have the desired effect.

But not being allowed pratique at Gibraltar, I was compelled to proceed to Marseilles, where the rice sold for ten francs per ninety pounds, and the other part of the cargo I was compelled to take to London, from not having found a market, which must have caused a considerable loss to the owners. All this I do certify, and that the only cause of both vessels deviating from their original voyages was the French blockade at Portendic.

(Signed) RICHD. JAMES BUTCHER.

Sworn before me, at Government House, Bathurst, River Gambia, this 8th day of September, 1835,

(Signed) G. RENDALL,
Lieutenant-Governor.

CLEARANCE of the "Meta" from Port Bathurst.

THESE are to certify that the brig "Meta," J. H. Freeman, master, cleared outwards from the custom-house at this port for the Cape de Verde Islands on the 19th day of March, 1835, at which time she had on board, amongst other articles of merchandize, three hundred and fifty (350) bordeaux corn, shipped in the river, as by manifest and documents lodged in this office.

Given under my hand at the Custom-house, Port of Bathurst, St. Mary's, River Gambia, the 27th day of August, 1835.

(Signed) THOS. C. B. WEIR,
A Collector.

COPY of the Expenditure of Provisions on board the "Meta," R. J. Butcher, Commander.

Date 1834.	Beef lbs.	Pork lbs.	Bread lbs.	Flour lbs.	Peas lbs.	Barley lbs.	Rum ½ Galls.	Potatoes lbs.	Rice.
November 14	26	...	13	...	...	1	½	13	Expended one bag, containing 1 cwt., in two months for the use of the Crew at sundry times.
15	26	...	13	...	...	1	½	13	
16	26	...	13	13	...	1	½	13	
17	26	...	13	...	...	1	½	13	
18	26	...	13	13	...	1	½	13	
19	26	...	13	...	...	1	½	13	
20	26	...	13	13	...	1	½	13	
21	26	...	13	...	...	1	½	13	
22	26	...	13	...	...	1	½	13	
23	26	...	13	13	...	1	½	13	
24	26	...	13	...	...	1	½	13	
25	...	19½	13	...	3	...	½	13	
26	26	...	13	13	...	...	½	13	
27	...	19½	13	...	3	...	½	13	
28	26	..	13	13	...	...	½	13	
29	...	19½	13	...	3	...	½	13	
30	26	...	13	13	...	...	½	13	
December 1	...	19½	13	...	3	...	½	13	
2	26	...	13	...	...	...	½	13	
3	...	19½	13	...	3	...	½	13	
4	26	...	13	13	...	...	½	13	
5	...	19½	13	...	3	...	½	13	
6	26	...	13	...	...	...	½	13	
7	...	19½	13	...	3	...	½	13	
8	26	...	13	...	...	...	½	13	
9	...	19½	13	...	3	...	½	13	
10	26	...	13	...	...	...	½	13	
11	...	19½	13	...	3	...	½	13	
12	26	...	13	13	...	...	½	13	
13	...	19½	13	...	3	...	½	13	
	520	195	390	130	30	11	15	390	

This is to certify that the within-mentioned provisions is a true copy of the expenditure monthly.

(Signed) R. J. BUTCHER.

N.B.—The above is exclusive of the stores laid in for the use of the supercargo, captain, mate, and clerk.

(Signed) R. J. BUTCHER.

Sworn before me, at Government House, Bathurst, River Gambia, this 8th day of September, 1835.

(Signed) G. RENDALL,
Lieutenant-Governor.

COPY of Certificate as to Cargo of "Meta" and "Matchless."

I CERTIFY that 112 packages, said to contain 6,594 pieces of bafts, 32 packages, specific contents not mentioned, and 160 bags of Bengal rice, were borne on the cockets of the brig "Meta" and brigantine "Matchless," on their arrival at this port.

Given under my hand at the Custom-house, Bathurst, Gambia, this 27th day of August, 1835.

(Signed) THOS. C. B. WEIR,
A Collector.

GOODS entered on the Cockets of the "Meta" and "Matchless," and consigned to Nathaniel Isaacs of Bathurst, St. Mary's, River Gambia.

R.	1 à 30	30	bales, said to contain	1657	pieces bafts.
	176 à 182	7	„	400	„
	1 à 20	20	„	1200	„
	21 à 75	55	„	3337	„
		112	bales.	6594	pieces bafts.

35 à 36 . 43 .	3	cases,	contents	not specified.
48 à 52	5	bales	„	„
354 à 355	2	cases	„	„
1 à 16	16	„	„	„
25	1	bale	„	„
31 à 35	5	bundles	„	„
	32	packages.		

6 à 7	2	puncheons	molasses.
51 à 54	4	„	„
	6	puncheons.	

123 à 262 .	80	bags	Bengal rice.
	80	„	„
	160	bags.	

Custom-House, Gambia, St. Mary's, August 27, 1835.

(Signed) THOMAS C. B. WEIR,
A Collector.

COPY Clearance of the "Matchless" from Bathurst, July, 1834.

THESE are to certify that the brigantine "Matchless," J. H. Sutton, master, cleared outwards from the Custom-House at this port for Portendic, on the 12th day of July, 1834, at which time she had on board, amongst other articles of merchandize, three hundred and fifty bordeaux of corn (350), and fifteen bales of bafts (15), shipped in this river. As by the manifest of exports given by the master at that period, now lodged in this office.

Given under my hand at the Custom-House, port of Bathurst, St. Mary's, River Gambia, this 27th day of August, 1835.

(Signed) THOS. C. WEIR,
A Collector.

COPY of Accounts Sales of 64 tons rice, landed from the brigantine "Matchless" at Antigua, by Thomas Halk Sutton.

How disposed, quantity and price per 100lbs.	dollars, cts.	£	s.	d.
At Auction by W. Eldridge, 143,360lbs. rice, at 28 cts. (9*s.* per dollar)	4450 09	964	3	9

CHARGES.

	£	s.	d.	
Freight from Gambia to Demerara, Trinidad and Antigua, at £4 per ton	256	0	0	
Primage, &c., at 5 per cent . . .	12	16	0	
Cash paid, colonial import tax, 2½ per cent .	15	4	0	
„ wharfage, and 1*s.* 6*d.* currency 1000lbs. .	5	4	0	
„ labourers for landing cargo . .	5	0	0	
„ agency commission, 5 per cent . .	48	14	2	
	£348	8	2	
Premium at 6 per cent. for doubloons, &c. .	54	16	10	
				£397 5 0
Net proceeds . .				£566 18 9

Antigua, June 6, 1835. (Signed) NATHANIEL ISAACS.

Sworn before me at Bathurst, River Gambia, the eighth day of September, 1835.

(Signed) G. RENDALL,
Lieutenant-Governor.

COPY Protest of Supercargo of "Meta."

Bathurst, River Gambia.

BE it known that on this 18th day of February, 1835, appeared personally Nathaniel Isaacs, supercargo of the brig "Meta" of London, burthen per register 170$\frac{22}{94}$ tons, before William Bishop, notary public, and declares that it was appearer's intention to have proceeded forthwith to Portendic on a trading voyage to the Moors, for which purpose appearer had a greater part of his cargo especially shipped in England on board the said brig "Meta," as well as a cargo of corn on board the schooner "Chance," of Bathurst, burthen per register, 117$\frac{88}{94}$ tons, intended also for the voyage to Portendic; but in consequence of having this day received information of the forcible removal by the French vessels of war, of the British brig "Eliza" from the Bay of Portendic, where the said brig "Eliza" was laying at anchor and pursuing her lawful traffic with the Moors, and the further information received by appearer of its being the intention of the French vessels of war stationed off Portendic to prevent all British vessels from anchoring within that bay, appearer is compelled to delay his intended voyage until he shall have received further notice.

And this appearer fearing loss and damage by reason of the aforesaid detention, by these presents hath noted a protest against all such loss, charges, damages, and expenses whatsoever, that hath or have, shall or may happen by reason thereof.

(Signed) N. ISAACS.

(Signed) W. BISHOP,
Notary Public.

COPY of a letter dated 4th February, 1835, from Mr. Nathaniel Isaacs to Mr. G. C. Redman, St. Mary's, as to arrangements for trading and loss by the "Matchless."

I HAVE to inform you that the "Meta" arrived here this afternoon, and as the "Sterling" sails to-night with Mr. Pitman, who has kindly offered to take letters for you, I hasten to forward what information I have been enabled to collect, and will forward full particulars with comment upon the same by next opportunity. To my great surprise I found all the merchants here in a state of agitation, about a declaration with a long preamble that was forwarded to this settlement and to Sierra Leone, from the Governor of Senegal, backed by a letter stating that he is authorised to put Portendic in a state of blockade by the French Government, who have acted upon communications received from our Government. I have obtained a literal translation of the notice of blockade, which I inclose for your information; there is much other matter connected with this affair that I could comment upon, had I time to do so, but as Harrison and Samuel are interested, and their correspondents having had time to communicate all particulars, I beg leave to refer you to them until I can send you the whole in due form. Every one here has remonstrated and protested in the strongest terms possible against the proceedings of the French, and the Governor has noticed it in no other way than by giving publicity to the statement he received from Senegal, without commenting upon it; he not having received any intelligence from our Government, they will continue to clear out vessels from this place to Portendic.

You may judge, Sir, that this unpleasant intelligence has placed me in an awkward situation, my arrangements being all made, and you having entered so deeply into the business, I cannot withdraw our original plan without a considerable sacrifice, the goods suitable to Portendic not being in demand elsewhere; and conceiving that the French have no right to blockade Portendic, that being neutral territory, I cannot think of deviating from the voyage which I have undertaken; in this resolution I consider I am supported by the letter you forwarded me from the Secretary of State through Mr. Hay.

You will observe that while the French are shutting us out of the trade at Portendic, &c., they are trading themselves in the River Senegal, thus supplying their enemies, and doing away the object they say the blockade is intended for.

The fact is, that if we succeed in the gum trade this season, the loss will be severe at Senegal, but if the French can continue to make the Moors depend upon them, they will get the gum trade into their own hands, which will enable them to indemnify us, providing they do not by intrigue impose upon the credulity of our Government; it is therefore an entire speculation on the part of the French, and of the two evils they have adopted the blockade as the least.

On referring to the Treaty of 1783, between Great Britain and France, you will find that the French have only quoted such of the words with additions of their own as suited their purpose, and in fact the declaration throughout is calculated to mislead and confound without any appearance of authority from our Government.

I am fully of opinion, that they know they have no right to blockade, or they would have done it last year; and at another time during the five years' war with the Moors, the English were engaged trading at Portendic, when the French tried all plans to destroy the trade, but never attempted a blockade; they now however intend to try the question. I hope that every one at home at all interested will act promptly, and demand redress from our Government.

You will perceive by the inclosed, that I have acted agreeably with your request in making my claim on the Governor of Senegal for losses sustained last year; I am advising others to do the same, as I think it is a good plan to point out the consequence of molesting British commerce.

To His Excellency the Lieutenant-Governor. Port Louis, on the River Senegal.

Sir,

I BEG leave to inform you that I am desired by the owner of the brigantine "Matchless," G. C. Redman, Esq., 48, Lime Street, London, to state to you the losses he sustained last year at and off Portendic, from the interference of His Most Christian Majesty's ship of war "Dunois," and other French vessels then under your orders, thereby obstructing the commercial pursuits that Mr. Redman was engaged in. I am therefore authorized to demand of you and all who were instrumental in creating and causing those losses, a full remuneration of the same.

The losses incurred by the interference above alluded to up to the present day, are as follows:—

	£	s.	d.
To loss of property left in charge of Mr. Pinsent of the "Matchless," which was stolen by the Moors, in consequence of that gentleman being made prisoner by the "Dunois"	564	3	4
To loss of trade goods in consequence of Mr. Pinsent being made prisoner by the "Dunois"	289	3	0
To loss of profit those goods would have realized at rate we were then trading	289	3	0
To interest on the above sum up to this period, seven months, at five per cent. per annum	33	7	0
To loss of Mr. Pinsent's services in consequence of the "Dunois" making him prisoner, and carrying him to Goree, fourteen days, at £5 per diem ...	70	0	0
	£1254	16	4

I trust you will settle or cause to be settled the above losses with as little delay as possible, in order that I may communicate to Mr. Redman, and prevent him adopting other measures for the recovery of the same.

I have, &c.

(Signed) NATHANIEL ISAACS.

Bathurst, Saint Mary's, River Gambia.

Two Certificates as to Trade with the Moors.

I DO hereby certify and declare upon oath, that in the months of June, July and August, 1834, I traded with the Moors at Portendic, and obtained for each piece of bafts at the rate of 112 pounds of gum, and for every cask of rice and corn, I procured a cask of gum, which was the regular established price between me and the Moors. I further engaged to trade with them this year at the same rate.

Given under my hand, this 31st day of August 1835.

(Signed) NATHANIEL ISAACS.

Sworn before me at Government House, Bathurst, River Gambia, this 8th day of September, 1835.

(Signed) G. RENDALL,
Lieut.-Governor.

THESE are to certify all whom it may concern, that I John Francis Pellegrin, of Bathurst, River Gambia, merchant, have traded with the Moors of the desert of Sahara, during the last ten years, and am well acquainted with the several tribes that frequent the coast of Portendic for the purpose of trading for gum.

I declare that the Moors commence picking the gum in the month of December, which continues until the month of June; the most plenteous crops being obtained in the months of March, April, and May, and the greatest gum merchants seldom bring the gum to the coast before the month of June.

I do further declare that I traded with the Moors of Portendic last year, until the end of September, and several years until the month of June.

That the coast of Portendic is uninhabited, but is frequented by other tribes of Moors as well as the Trazars; for instance the Aulad-en-Bisba, who repair thither to assist the merchant-vessels in loading and unloading the cargoes, with their tributaries the Draglars, who reside in Arguin.

The Huladalines who live to the northward, when at peace with the Trazars also frequent Portendic for the purpose of trade.

The Bracknas that reside near Podor, the Tagants, and several tribes from as far in the interior as Galam, the Moors of Elvaden, and the independent Maraboo, near Portendic, viz:—the Deyboussah, the Deytahome, the Fandlaht, Faggamant, and Tasheabbect, with

many other tribes whose names I do not recollect, who are in the habit of visiting Portendic for the purpose of trading with the English.

All this I declare and am ready to verify the same on oath, if called upon to do so.

(Signed) J. F. PELLEGRIN.

Bathurst, 18th of August, 1835.

Declared in my presence, this 18th day of August, 1835, at Government House, Bathurst, River Gambia.

(Signed) G. RENDALL.

Two certificates as to purchase of corn.

St. Mary's, Gambia, August 27, 1835.

THE undersigned does hereby certify and declare that Mr. Nathaniel Isaacs, of the brig "Meta" of London, did purchase from him, in the month of December, 1834, one hundred bordeaux of corn (mixed), and the said corn was delivered in the month of February, 1835.

(Signed) W. H. GODDARD.

St. Mary's, River Gambia, 26th August, 1835.

THE undersigned does hereby certify and declare that Mr. Nathaniel Isaacs of the brig "Meta" contracted with him on the 29th of December, 1834, for three hundred bordeaux of corn (mixed), which was understood to be for Portendic, and at the beginning of February, 1835, the said three hundred bordeaux of corn was delivered to the "Meta."

(Signed) CHS. HEDDLE.

COPY of the Porterage Bill of the brig "Meta" of London, on a voyage to Portendic.

Place and time of entry.	Names.	Quality.	Wages per Month.			Whole Wages per Voyage.		
			£	s.	d.	£	s.	d.
London. Nov. 10, 1834.	Richard J. Butcher	Master	10	0	0	80	0	0
„	John Freeman ...	Mate	4	10	0	36	0	0
„	William Duncan...	Carpenter ...	4	0	0	32	0	0
„	Thomas Brown ...	Steward	2	0	0	16	0	0
„	John Smith.....	Cook	2	5	0	18	0	0
„	John Coaker	Seaman	2	5	0	18	0	0
„	Joshua Anderson...	„	2	5	0	18	0	0
„	D. Mc Coag.....	„	2	5	0	18	0	0
„	Samuel Southgate .	„	2	5	0	18	0	0
„	Thomas Meanlaus .	Ordinary ditto	2	0	0	16	0	0
„	Thomas Blundell...	„	1	5	0	10	0	0
„	Philip Wheat	„	1	0	0	8	0	0
„	John Walker	Apprentice ...	1	0	0	8	0	0
			37	0	0	296	0	0

This is to certify that I Richard James Butcher, master of the within-mentioned brig, did engage myself to perform a voyage from the port of Portendic round the Cape of Good Hope to Mecca in the Red Sea, and to return to the port of Portendic, and the given time which I allowed to perform the said voyage was eight calendar months.

(Signed) RICHARD JAMES BUTCHER.

Sworn before me at Government House, Bathurst, River Gambia, this 8th day of September, 1835.

(Signed) G. RENDALL,
Lieutenant-Governor.

CERTIFICATE as to barter of Gum for Goods.

Bathurst, River Gambia.

I DO hereby certify and declare upon oath, that I Thomas Halk Sutton, was master of the brigantine "Matchless" last year, whereof Mr. Nathaniel Isaacs was supercargo. We left London on the 10th of April, 1834, and sailed direct for Portendic where the said supercargo traded for gum. The said brigantine "Matchless" had only 10 bales or six hundred pieces of bafts on board, which was the only article the Moors would trade for, and for the said bafts Mr. Nathaniel Isaacs procured sixty tons or 134,400lbs. of gum.

That on the 19th of June, the said brigantine "Matchless" sailed from Portendic to the Isle of Goree and Gambia, where we discharged our outward cargo and shipped thirty-five bales or 2800 pieces of bafts, and 400 bordeaux of corn, and returned to Portendic, where Mr. Nathaniel Isaacs bartered the bafts and corn for 130 tons or 291,000lbs. of gum.

That I the said master of the brigantine "Matchless," do hereby certify and declare that Mr. Nathaniel Isaacs bartered with the Moors for gum, at the average rate of 112lbs. for a piece of baft.

(Signed) THOMAS H. SUTTON.

Sworn before me, at Government House, Bathurst, River Gambia, this 1st day of August, 1835.

(Signed) G. RENDALL,
Lieutenant-Governor.

DEPOSITION as to loss on bafts in store.

London to wit.

JOHN MESSERVY, of the firm of Chown and Messervy, of Saint Mary's, River Gambia, merchants, maketh oath and saith that the quantity of bafts now lying in the stores of Nathaniel Isaacs, Esq., as imported by him, for the account of George Clavering Redman, of the City of London, merchant, for the gum trade of Portendic, that to the best of his belief, that if the same were put up to public sale or private contract they would not realize nine shillings sterling per piece in consequence of the great quantity being now in the market at that place, and so large a quantity of bafts not being required for the supply of the place.

(Signed) JOHN MESSERVY.

Sworn before me, this 24th day of September, 1835,

(Signed) THOMAS KELLY.

SUMMARY of invoices of goods shipped by Mr. George Clavering Redman, per the "Eliza," "Meta," "Matchless," and other vessels, in 1834 and 1835, for Portendic, with an abstract of such items as were exclusively adapted for that market, or which could only be transferred elsewhere at probably a ruinous sacrifice.

Shippers.	Description.	Total amount of Invoices. £	s.	d.	Abstract of such Goods as were exclusively adapted for Portendic Market or perishable.	£	s.	d.
Per Brig "Eliza."								
Paton and Charee ..	Soap	21	4	0				
Moliam and Surious ..	Rum, &c.	166	19	0	3000 Pieces of Bafts at 13*s.*	1950	0	0
Laurie and Co	Bafts	384	11	9				
R. and B. Brown ..	Ditto	858	17	6	14 cwt. Tobacco at 56*s.* ..	39	4	0
Ripley, Brothers, and Co .	Ditto	835	16	0				
R. and B. Brown ..	B. Baft	171	5	0	40 Bags each 2 cwt. E. I. Sugar at 30*s.*	120	0	0
Laurie and Co	Ditto	542	3	9				
J. Gilliat and Co ..	Tobacco	362	4	7				
E. B. Kemble	Sugar and Molasses ..	190	10	4	1 Ton Bar Iron assorted ..	7	0	0
G. J. Vabsley	Hats	28	17	0				
W. B. Hutton and Co ..	British Cottons, &c...	603	6	3				
F. Barnes and Co. ..	Guns, &c.	266	9	10				
Henry and Giben ..	Bags	33	6	8	1 Do. Iron pots, do. ..	14	10	0
G. C. Redman and Co ..	Ironmongery	127	9	10				
H. Sterry, Jun.	Broad Cloth	7	15	8	3 Barrels Powder at 35*s.* ..	8	5	0
Harford, Bristol and Co ..	Brass rods, &c. ..	36	8	9				
Lacey and Reynolds ..	Guns, &c.	188	6	8	3 Kegs Flints at 20*s.* ..	3	0	0
George Davidson	Twine	15	7	6				
Thomas Franklin	Instruments	10	0	0	25 Tons Rice at £8 ..	200	0	0
R. Vandome and Co ..	Scales and weights ..	2	4	0				
Kernot, Price and Co ..	Grocery	30	17	6	10 Boxes Brass Rods as per cwt.	36	8	0
B. Phillips and Son ..	Provisions	104	9	11				
William Hart	Gunpowder	274	7	6				
Brown, Lennox and Co. ..	Chains	107	11	6	30 Fowling-pieces at 11*s.* ..	16	10	0
S. Samuel	Gunpowder	274	7	6				
Young, Dowson and Co ..	Copper	120	7	10	7 Cases Swords	28	0	0
Jonathan Chennels ..	Wine, &c.	189	4	0				
James Rutcliffe	Crockery	86	7	11	1 Gross of Looking Glasses	0	10	0
Fraser, Hullah and Co ..	Provisions	108	12	6				
Small, Shears and Co ..	Iron Bars, &c. ..	140	3	8	Proportion of Custom-house and Shipping charges ..	30	0	0
Custom House and Wharfing and shipping charges on the above	.. .. ..	50	0	0				
Insurance on ditto from England to Portendic ..	.. .. ..	322	6	0				
		£6661	19	11		£2453	7	0
Per "Matchless," "Meta," &c.								
R. and B. Brown ..	Bafts	832	16	3	8014 Pieces of Baft at 13*s.*	5209	2	0
Ripley, Brothers	Ditto	2045	7	6				
Laurie, Hamilton and Co .	Ditto	371	1	6				
A. Newton and Co ..	Sacks	37	8	6	10 Tons Bengal Rice at £8.	280	0	0
Henry Sterry	Broad Cloth	34	6	7				
G. and J. Deane	Cutlery	27	19	6				
Smith, Elder and Co ..	Stationery	7	14	0	304 Red Trunks	50	4	6
J. Seabrook	Leather Trunks ..	29	4	6				
Harford, Bristol and Co ..	Brass Rods, &c. ..	7	5	9				
Kernot, Price and Co ..	Grocery	187	16	8	253 Yards of scarlet Cloth at 4*s.* 6*d.*	56	18	0
Frederic Barnes and Co ..	Iron Pots, &c. ..	23	5	10				
William Hart	Gunpowder	26	10	0				
T. H. Sutton	Knives and Snuffers ..	18	0	0				
Samuel Granger	Carriage	0	15	0	100 Tent Spars	10	0	0
Richard Cockle	Bibles, &c.	18	15	8				
G. C. Redman and Co. ..	Ironmongery, &c. ..	9	3	10	1 Arabic Alcoran	5	5	0
Crawshay and Co.	Iron Bars, &c. ..	137	3	10				
Lett and Son	Paper Books, &c. ..	1	7	3	68 Arabic Books as per acct.	18	15	8
E. B. Kemble and Co ..	Molasses	16	10	7				
Alfred Batson	Ale and Porter ..	77	16	0				

Shippers.	Description.	Total amount of Invoices. £ s. d.	Abstract of such Goods as were exclusively adapted for Portendic Market or perishable.	£ s. d.
B. T. and W. Hawes ..	Soap	16 3 0		
Kilner and Co	Preserved Meat, &c...	40 8 2	10 Red Morocco cover books	13 7 0
W. S. Warwick	Tobacco	183 11 0	ditto	
S. Samuel	Gunpowder	274 7 6		
E. B. Kemble and Co ..	Coffee	14 3 6		
D. Dunbar and Co ..	Rum, Wine, &c. ..	249 6 6	400 Bordeaux or 800 Casks	248 13 3
Copeland and Garrett ..	Crockery	48 5 10	Corn as per account ..	
R. and R. Brown ..	Bafts	1165 17 6		
Laurie and Co	Ditto, &c.	581 14 0		
H. Sterry	Ditto, Cloth, &c. ..	25 13 4		
Martin and Co	Matchetts, &c. ..	67 0 6		
Kernot, Price and Co ..	Tea, Sugar, &c. ..	151 16 11	64 Tons of African Rice as	512 0 0
Lacy and Reynolds ..	Guns, Flints and Balls	227 2 0	per account	
F. Barnes and Co ..	Iron Pots, Nails, &c...	159 12 7		
Ripley, Brothers	Bafts	217 14 6		
E. B. Kemble and Co ..	Rice	69 15 6	Proportion of Custom-house	100 0 0
Ditto	Sugar	91 4 0	and Shipping charges ..	
I. Seabrooks	Trunks	21 0 0		
Hutton and Son	B. Bafts, &c.	164 0 3		
G. C. Redman and Co ..	Canvass, &c.	132 8 11		
Henry and Given ..	Rice, &c.	33 6 8		
D. Kirshell	Shoes	83 12 6		
M. Myers	Hats	10 19 0		
G. and I. Deane	Cutlery	36 5 6		
G. Davidson	Twine	7 10 0		
Smith, Elder and Co ..	Books	28 13 8		
J. Gande, J. Lindsay ..	Cotton Goods, &c. ..	71 13 6		
F. Barnes and Co ..	Cutlery	13 1 6		
T. Early	Slops	138 13 6		
Fraser and Hullah ..	Beef and Pork ..	134 17 6		
S. Samuel	Gunpowder	274 7 6		
	Corn	248 13 2		
	Rice	512 0 0		
Brown, Lennox and Co ..	Chains	27 14 9		
Fraser, Hullah and Co ..	Provisions	51 7 6		
F. Barnes and Co ..	Ironware	207 5 10		
Laurie and Co	B. Bafts, &c... ..	304 1 9		
Custom-house and Shipping charges per sundry vessels viz.,				
"Matchless" ..	£ 58 0 6			
"Meta"	131 16 0			
"Marmion" ..	34 1 2			
		223 17 8		
Insurance on the above England and Portendic.		448 9 6		
		17,300 15 2		

ABSTRACT.

	£ s. d.		£ s. d
Amount of general Invoices per "Eliza"	6661 19 11	Abstracted Invoice per "Eliza"	2453 7 0
.. .. per "Meta," "Matchless," "Marmion," &c.	10,638 15 3	.. .. per "Meta," "Matchless," "Marmion," &c.	6504 5 4
	£17,300 15 2		£ 8957 12 4

STATEMENT of loss sustained by Mr. George Clavering Redman, in the years 1834 and 1835, by the violent aggression of the French Authorities on the western coast of Africa, and the consequent destruction of the British gum trade at Portendic.

	£ s. d.	£ s. d.
Loss by the obstruction of the trade at Portendic, by His Most Christian Majesty's ship of war "Dunois," and other French vessels of war, as per protests and documents, that is to say: value of property left in charge of Mr. Pinsent, of the "Matchless," which was stolen by the Moors, in consequence of that gentleman being made prisoner by the "Dunois"	564 3 4	
Loss of trade goods, in consequence of the forcible detention of Mr. Pinsent	289 3 0	
Loss of profit on those goods, which would have otherwise been realised at the then rate of trading	289 3 0	
Interest on the above, seven months, at 5 per cent . .	33 7 0	
Loss of Mr. Pinsent's services whilst prisoner by the "Dunois"	70 0 0	
		1245 16 4
Loss of Mr. Pinsent's clothes	... ...	16 13 6
		1262 9 10
Losses by obstruction of trade for gum, per the brig "Eliza," previously to the assumed blockade thus estimated value of gum procurable in exchange for that part of the cargo which was exclusively adapted to the Portendic trade, at the rate really contracted for, viz.: 85lbs. gum per piece baft, and other articles at the same ratio . . 130 tons 7 cwt. 3 qrs. 14 lbs.		
Less probable extent of presents to the chiefs of trading tribes—say 10 per cent 13 tons 0 cwt. 3 qrs. 4 lbs.		
117 tons 7 cwt. 0 qrs. 10 lbs.		
Which net quantity of gum at the minimum price of £82 10*s.*, amounts to	9681 15 7	
Deduct insurances and freight to England, home duty, and sale expenses, at £11 per ton	1290 18 0	
	£8390 17 7	

CONTRA.

	£ s. d.	£ s. d.	
Amount general invoices of cargo shipped per "Eliza"	6661 19 11		
Less invoice, cost and charges in such goods as have been by great exertion transferred to other markets and sold at comparatively small loss . . .	4208 12 11		
	2453 7 0		
Freight of do. from England, and insurance on do.	194 1 6		
		2647 8 6	
			5743 9 1
Loss on goods and trade by sundry ships, as per account rendered from N. Isaacs		... ...	42,061 12 6
Loss by detention of the several ships "Eliza," "Matchless," "Marmion," and "Prince Oscar," beyond the times requisite for the respective trading voyages, 3 months on 612 tons at £1		... ...	1836 0 0
Loss by allowance to supercargo during his detention on the coast beyond the period requisite for the trade, 9 months, at £50		... ...	450 0 0
Amount of expenses paid for protests and notarial documents, extra medical attendance for crews, extra port charges, &c.		... ...	106 19 11
Amount of various notarial charges, protests, &c., in London		... ...	21 0 0
			£51,481 11 4

(Signed) GEO. C. REDMAN.

Dr. **Goods and Vessels (ordered for Portendic) in Account Current with G. C. Redman.** Cr.

1834.		lbs. Gum.	£	s.	d.
October.	To 8014 pieces Bafts, at 112 lbs. gum each	897,568			
	„ 10 tons Bengal Rice, at 1 lb. gum	22,400			
	„ 304 Red Trunks, at 37 lbs. gum each	11,248			
	„ 100 Tent Poles, at 22 lbs. gum each	2,200			
	„ 1 Arabic Alcoran in manuscript, as per order ..	1,000			
	„ 68 Arabic Books, got up expressly for the Moors, at 40 lbs. each	2,720			
	„ 12 Red Morocco Cover Books, elegantly got up, with two silver clasps, each 50 lbs.	600			
February.	„ 400 Bordeaux Corn, or 800 Casks, at 160 lbs. ..	128,000			
	„ 64 tons African Rice, at 1 lb. gum per lb.	143,360			
	„ loss of Charterparty to take 50 Moors as passengers to Mecca, at 25 casks each passenger, or 400 lbs. gum each, one half only charged, which amounts to	250,000			
	Total amount of Gum in exchange for Cargo	1,459,096			
	1,459,096 lbs. is equal to .. tons. 651 cwt. 7 qr. 2 lb. 16				
	Computed deficiency on delivery 18 2 3 11				
	633 4 3 5				
	To 633 tons, 4 cwt. 3 qrs. 5 lbs. of Gum, at £82 10s. ..	.. ..	52,242	5	8
	„ 12 months' hire of Brig "Meta," at £170	.. ..	2,040	0	0
	„ 8 months' hire of Schooner "Marmion," at £50 ..	.. ..	400	0	0
	„ Brigantine "Matchless," freight, &c., to Portendic ..	.. ..	365	0	0
	„ detention of "Matchless" from 6th to the 14th inclusive, 8 days, at £10	.. ..	80	0	0
	„ Mr. Isaacs' salary as Supercargo of "Meta," and Agent for "Matchless," "Marmion," Brig "Eliza," and Cutter "Prince Oscar," 12 months, at £50 ..	.. ..	600	0	0
Sept.	„ 10 months' interest on £6128 10s. 3d., it being part of the investment for Portendic	.. ..	255	7	0
	„ Brig "Meta's," Protest	.. ..	1	1	0
	„ Brigantine "Matchless" Protest	.. ..	5	5	0
	„ General Protest	.. ..	5	5	0
	„ Two copies of ditto	.. ..	2	2	0
	„ Medical attendance for "Meta"	.. ..	28	19	11
	„ Ditto "Matchless"	.. ..	8	10	0
	„ Cash paid extra Crew for "Meta"	.. ..	19	10	0
	„ Cash paid Peter Gibson for attending to the "Meta," (the Crew sick)	.. ..	5	0	0
1835.					
Jan. 5	„ Cash paid Port Dues and Pilotage at the Gambia ..	.. ..	12	18	6
March 19	„ Cash paid Port Dues, &c.	.. ..	12	18	6
May 27	„ Paid Port Dues at Gambia	.. ..	5	11	0
			56,089	13	7
	To Cash due to Balance .. £42,061 12s. 6½d.				

1835.		£	s.	d.	£	s.	d.
Sept.	By amount of cost price of Baft	..	..		4,844	12	5
	„ net proceeds Bengal Rice at Marseilles	..	..		49	19	0
	„ Ditto ditto at Antigua	..	..		67	10	10
	„ 304 Red Trunks, at Invoice price	..	..		50	4	6
	„ 253 yards Red Cloth, at 4s. 6d.	..	..		56	17	0
	„ 100 Tent Poles, at 2s.	..	..		10	0	0
	„ Arabic Alcoran	5	5	0			
	„ 68 Arabic Books	18	15	8			
	„ 12 Red Morocco Cover Books	13	7	0			
					37	7	8
	„ Net proceeds of Corn at Cape Verdes	..	..		248	13	2
	„ Net proceeds African Rice at Antigua	..	..		556	18	9
	„ 10 tons Rice, as agreed to supply Moors to Mecca and to Portendic	..	..		100	0	0
	„ Amount of Expenses for Brig "Meta," say 8 months, to Mecca and back to Portendic, at £80 per month	..	..		640	0	0
	„ Freight made per "Meta," viz.:—						
	From Sierra Leone to Gambia	70	10	0			
	„ Cape de Verde to ditto	86	13	4			
	„ Gambia to Bissao	32	10	0			
	„ Bissao to Cape de Verde	86	13	4			
	„ Gambia to London	500	0	0			
					776	6	8
	„ Freight per "Marmion" from London to Gambia ..	..	..		120	0	0
	„ Amount of Freight on 633 tons, 4 cwt. 3 qrs. 5 lbs. Gum, at 80s. per ton	2532	17	0½			
	„ Amount of Primage, 5 per cent	126	12	0			
	„ Amount of Duty, £6 per ton	3800	2	0			
					6,459	11	0½
	„ Cash due to Balance	..	..		42,061	12	6½
					56,089	13	7

Errors and omissions excepted.

St. Mary's, Sept. 5, 1835.
(Signed) NATHL. ISAACS.

DIVISION III., page 31.

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INTEREST Account on George C. Redman's claims.

	Losses.			Years.	Days.	Interest at 4 per Cent. per Annum.		
	£	*s.*	*d.*			£	*s.*	*d.*
Previous to the Blockade from October 31, 1834, to November 9, 1836.....	6989	5	5	2	9	566	0	3
H. J. Pinsent's Clothes, &c., from October 31, 1834, to November 9, 1836.....	16	13	6	2	9	1	7	6
Loss by allowance to Supercargo from Feb. 28, 1835, to Nov, 9, 1836	450	0	0	1	254	30	10	6
Notarial Documents, &c., from March 31, 1835, to November 9, 1837.....	106	19	11	1	223	6	17	10
Mr. Isaacs' account from February 28, 1836, to November 9, 1836.....	42,061	12	6		254	1170	16	3
Extra Loss on Ships from March 31, 1836 to November 9, 1836	1836	0	0		223	44	17	3
Charges in London from March 31, 1836, to November 9, 1836	21	0	0		223	0	10	3
	£51,481	11	4			£1820	19	10

London, 9th November, 1836.

Errors excepted,
(Signed) GEO. C. REDMAN.

THE undersigned, sworn brokers, of the City of London, at the request of Messrs. Forster and Smith, merchants, hereby certify that the market price of gum Senegal, of merchantable quality, in the autumn of 1834, say from 4th September to 1st November, ranged from 82*s.* 6*d.* à 90*s.* per cwt., duty paid, averaging, during that period, 80*s.* per cwt. in bond.

And that the same article was sold in the London market, from 31st July to the end of the year 1835, at from 90*s.* à 100*s.* per cwt., duty paid, giving an average of at least 90*s.* per cwt. in bond.

London, 24th October, 1836.

(Signed) JOHNSON AND RENNY,
57, Fenchurch Street.

I, JOHN Newton, notary public, by royal authority, admitted and sworn, dwelling and practising in London, do hereby certify and attest unto all whom it shall or may concern, that on the day of the date hereof, before me the said notary appeared Mr. Andrew Johnson, of 57, Fenchurch Street, in the city of London, sworn broker, a person well known in this city, as worthy of full faith and credit, and acknowledged that the signature "Johnson and Renny," set and subscribed at the foot of the aforegoing certificate, was his proper handwriting, and that the statements made in the said certificate were true and correct in every particular, whereof an act being required—I the said notary have granted these presents under my notarial form and seal of office, to serve and avail as occasion shall or may require. Thus done and passed in London, this 27th day of October, in the year of our Lord, 1836.

In testimonium veritatis,
(L.S.) (Signed) JOHN NEWTON,
Notary Public.

NOUS, Consul-Général de France en Angleterre, certifions que la signature qui précède est véritablement celle de Mr. John Newton, notaire public à Londres, et que foi doit y être ajouté. Londres, le vingt-sept Octobre, mil huit cent trente-six.

(Signé) DURANT ST. ANDRE.

No. 3326, Rec. dix shillings, Art. 15.

Par Mr. le Consul-Général,
(L.S.) (Signé) NELLEMENT,
Chancelier.

[For translation, see page 327.]

ON this twelfth day of November, in the year of our Lord one thousand eight hundred and thirty-six, before me, John Newton, notary public, by royal authority, admitted and sworn, dwelling and practising in London, and witnesses personally appeared George Clavering Redman, of No. 48, Lime Street, London, aforesaid, merchant, who solemnly and sincerely delared that the whole of the facts and circumstances stated and set forth in the claims of the said George Clavering Redman, and the several documents in support thereof, hereunto respectively prefixed, are in every particular correct and just according to the best of his judgment, knowledge, and belief. And the said appearer further declared that he made the said declaration, conscientiously believing the same to be true, and by virtue of the provisions of an Act made and passed in the sixth year of the reign of His present

Majesty, intituled "An Act to repeal an Act of the present session of parliament, intituled An Act for the more effectual abolition of oaths and affirmations taken and made in the various departments of the state, and to substitute declarations in lieu thereof, and for the more entire suppression of voluntary and extra judicial oaths and affidavits, and to make other provisions for the abolition of unnecessary oaths." Whereof an act being required I the said notary have granted these presents, under my notarial form and seal of office, to serve and avail as occasion shall or may require. Thus done and passed in London aforesaid, the day, month, and year before written, in presence of witnesses hereunto subscribed.

(Signed) GEO. C. REDMAN.

Witnesses, FRAS. JAS. GOTOBED.
FRAS. MEREDITH.

In testimonium veritatis,
JOHN NEWTON,
Notary Public.

Inclosure 2 in No. 1.

CLAIMS OF MESSRS. FORSTER AND SMITH.

No. 1.—The "Governor Temple," 1834.

MESSRS. FORSTER AND SMITH having been many years engaged in the African trade, and possessing an establishment in the Gambia, in which they have agents constantly employed, dispatched the brigantine "Governor Temple," belonging to port Bathurst in the Gambia, of the burthen per register of 155 tons, on the 1st of July, 1834, for Portendic, with a general cargo, in order to trade for Gum, with the Moors there. On the 7th of July, the brigantine fell in with a French man-of-war, which fired two guns to bring her up. On coming to, a boat from the French brig went alongside, two of the officers boarded the brigantine, and examined the master's papers. The master, Cuthbert Adolphus Williams, was then requested by the officers of the French brig to go with them on board the latter, which turned out to be the "Dunois," for the purpose of seeing the captain. Mr. Williams accordingly accompanied them for that purpose. At the interview between them, the captain informed Mr. Williams that he would not allow the "Governor Temple" to proceed to Portendic, if upon his arrival there it was his intention to let go his anchor; Mr. Williams replied that he was obliged to go to Portendic, in consequence of his supercargo, Mr. Pellegrin, having been there for some time. Mr. Pellegrin was an agent employed by the claimants in making contracts for gum, amongst the Moors in that part of Africa. The captain then permitted the "Governor Temple" to proceed on her voyage, but directed that Mr. Williams should not allow any boat or boats belonging to the Moors to go alongside the "Governor Temple," or to allow any of the Moors to go on board. The brigantine then made all sail for Portendic, and anchored in the bay on the 8th of July. In the afternoon of the same day, the "Dunois" arrived also at Portendic, and immediately her captain sent directions to Mr. Williams to get under weigh, which the latter refused to do. The cutter "Industry," being then at anchor in the bay, Mr. Williams consulted with her master, supercargo, and others on board, and they agreed to demand an explanation from the captain of the "Dunois" of what had occurred. In reply to their inquiries, the captain stated that he had instructions from the Governor of Senegal, to prevent all British vessels from trading with the Moors of Portendic, unless such vessels continued under sail. With this condition Mr. Williams and the master of the "Industry" refused to comply. A letter was then addressed to Mr. Williams by Lieutenant Lévêque, to which the former sent an answer; copies of both of these documents will be found in the protest of Mr. Williams, hereunto annexed. On the 9th of July, two lieutenants, with two boats' crew, from the "Dunois," went on board the "Governor Temple," and immediately got the vessel under weigh; Mr. Williams, in consequence, resigned all charge of the vessel. One of the lieutenants and ten seamen of the "Dunois," then proceeded with the brigantine, under convoy of the "Dunois," to Senegal, and arrived off St. Louis on the 12th July. The brigantine was shortly after placed at the disposal of Mr. Williams, who returned with her to Bathurst on the 16th of the same month. The brigantine having been thus obstructed on her voyage, and not having been able to effect her return from Portendic until the 31st of July, she having been hired by Mr. Pellegrin from the 27th of June previous, the services of the vessel were lost to the parties for thirty-five days, for which a claim is made to the amount of £151 13*s.* 4*d.* The claimants are also entitled to such indemnity for the loss of their trade during that period, for if the "Governor Temple" had not been obstructed in her voyage by the "Dunois," she would have made two voyages to Portendic, instead of one. One voyage, therefore, was wholly lost to them, for which they claim compensation to the amount of £2000, by the forcible removal of the "Governor Temple" from Portendic. During Mr. Pellegrin's absence in the interior he was exposed to the imminent danger of his life: before the "Industry" was turned away he returned to the coast and took

refuge in her, but was immediately made prisoner with others, and detained on board the "Dunois" eight days. For both these acts of personal injury compensation is due to him, which the parties are content to limit to the sum of £150.

No. 2.—Loss in consequence of the Blockade.

IN the month of October, 1834, Mr. William Forster of Bathurst, in the ordinary pursuit of his trade, ordered from his agents in England a large quantity of goods best suited for the Gum trade. Accordingly, between the said month of October, 1834, and the month of February, 1835, 11,892 pieces of Baft were imported by the said William Forster expressly for that trade for the year. The Barque "Gambia" arrived at Bathurst, from London, on the 12th, and the "Columbine" on the 14th of February, 1835, both destined for the Gum trade of Portendic. Mr. Forster had, moreover, contracted for and received 500 Bordeaux of Corn, an article absolutely necessary for the Portendic trade. The publication of the Governor of Senegal's declaration of his intention to institute a blockade at Portendic did not take place until the 14th of February, 1835. The arrival of the "Eliza" at the settlement on the 18th of the same month, and the report of her master, Sayers, that he had been driven from Portendic by the French Brigs of War "Bordelaise" and "Gazelle," deterred Mr. Forster from subjecting his vessels to capture and his crews to outrage; he therefore refrained from sending to Portendic, as originally intended, the "Gambia" and the "Columbine" with their cargoes, the more particularly, as he learned that it was the intention of the Governor of Senegal to maintain the blockade. The said 11,892 pieces of Bafts and 500 Bordeaux of Corn, consequently, remained on hand at a period when, if the trade had not been obstructed by the Blockade, they would have been exchanged for Gum. The Corn was much damaged by its laying in store during the rainy reason, subject to the attacks of the weevil insect. The loss thereon is estimated at the sum of £433 6*s.* 8*d.* On the Bafts a loss has been sustained amounting to the difference of profit which the said Bafts would have brought, if they had been exchanged for Gum at Portendic, and the price at which they would have been then sold in the Gambia. This loss is estimated, after deducting all charges, at the sum of £20,488 18*s.* 6*d.*

	£	*s.*	*d.*
Hire of the "Governor Temple" for thirty-five days	151	13	4
Loss of trade	2,000	0	0
Mr. Pellegrin	150	0	0
Loss on Corn	433	6	8
Loss on Bafts	20,488	18	6
	£23,233	18	6

For Evidence in support of these Claims, see Appendix to Claims of Messrs. Forster and Smith.

APPENDIX

TO THE CLAIMS OF MESSRS. FORSTER AND SMITH.

No. 1.—DEPOSITION of John Francis Pellegrin, as to losses sustained in 1834.

Port of Bathurst, River Gambia.

BE it known to all whom it may concern, that on the 1st day of September, 1834, before me, William Bishop, notary public, residing at Bathurst, Saint Mary's, River Gambia, personally came and appeared John Francis Pellegrin, merchant, and a British subject of Bathurst aforesaid, and being duly sworn upon the Holy Evangelists, states, that he hired the Brigantine "Governor Temple," at twenty dollars per day, from the 27th day of June,

1834, for a voyage from the river Gambia to Portendic, to receive a cargo of gum, the said Brigantine "Governor Temple" having been forcibly taken possession of by the commander of the French brig of war "Le Dunois," as detailed in the following protest of Cuthbert Adolphus Williams, master of the brigantine "Governor Temple." He, the said John Francis Pellegrin, claims indemnification from Lieutenant Ch. Levêque, commander of the French brig of war "Le Dunois," Monsieur Pujol, Governor of Senegal, the Government of France, or whomsoever else it shall or may concern, for thirty-five days' hire of the aforesaid brigantine "Governor Temple," namely from the 27th day of June to the 31st day of July, 1834, the day of her return to Portendic, after her forcible removal from thence by the aforesaid commander of the "Dunois," at 20 dollars per day, amounting to 700 dollars, or 151*l.* 13*s.* 4*d.* sterling; the services of the brigantine "Governor Temple," for this period, having been completely lost to the said John Francis Pellegrin, owing solely to the forcible removal and detention by the commander of the French brig of war "Le Dunois."

The said John Francis Pellegrin claims indemnification in the sum of 2000*l.* sterling from Lieutenant Ch. Levêque, commander of the French brig of war "Le Dunois," Monsieur Pujol, Governor of Senegal, the Government of France, or whomsoever else it shall or may concern, for the loss of his trade during the above recited period, namely from the 27th day of June to the 31st day of July, 1834; and also indemnification from the aforesaid Lieutenant Ch. Levêque, commander of the French brig of war "Le Dunois," Monsieur Pujol, Governor of Senegal, the Government of France, or whomsoever else it may or shall concern, in a further sum of 1000*l.* sterling, for the loss of the market in England; for if the aforesaid John Francis Pellegrin had not been deprived of the services of the brigantine "Governor Temple," by her forcible removal and detention, as above detailed, the said John Francis Pellegrin confidently asserts that his gum would have been amongst the first in the English market, whereas now it must arrive in England when the market is glutted with that article, and the price consequently materially deteriorated.

The said John Francis Pellegrin further claims indemnification in the sum of 1000*l.* sterling from Lieutenant Ch. Levêque, commander of the French brig of war "Le Dunois," Monsieur Pujol, Governor of Senegal, the Government of France, or whomsoever else it shall or may concern, for unwarrantably exposing the personal safety of the said John Francis Pellegrin to imminent danger, by the forcible removal of the aforesaid brigantine, "Governor Temple," from Portendic; the said commander of the French brig of war, "Le Dunois," having been previously informed by the master of the "Governor Temple," that the said John Francis Pellegrin was, at the time of the forcible removal, in the interior of the country. The said John Francis Pellegrin was thus left, to the imminent risk of his life, in an inhospitable country, without the means of escape, and exposed to all the dangers of a savage war, at that moment raging between some of the Moorish tribes.

The said John Francis Pellegrin claims indemnification in a further sum of 1000*l.* sterling from Lieutenant Ch. Levêque, commander of the French brig of war "Le Dunois," Monsieur Pujol, Governor of Senegal, the Government of France, or whomsoever else it shall or may concern, for the forcible detention, as a prisoner, of the said John Francis Pellegrin on board of the French brig of war, "Le Dunois," during a period of eight days, namely from the 19th day of July to the 26th day of July, 1834, inclusive, the said John Francis Pellegrin being the whole of this time without even a change of linen or other necessaries.

All of these acts being requested of me, the said notary public, I have granted these presents under my seal of office, to serve and avail as occasion shall or may require.

(Signed) W. BISHOP,
(Seal) Notary Public.

JOHN FRANCIS PELLEGRIN, merchant of Bathurst, mentioned in the foregoing presents, maketh oath and saith, that the contents thereof are in every particular and respect just and true.

(Signed) J. F. PELLEGRIN.

Sworn before me at Bathurst, Saint Mary's, River Gambia, this 1st day of September, 1834.

(Signed) W. BISHOP,
Notary Public.

A true copy of the original protest.

(Signed) W. BISHOP,
Notary Public.

THESE are to certify all whom it may concern, that William Bishop, Esquire, is a sworn notary public of this settlement, and that the above signature, "W. Bishop, notary public," is the true hand-writing and accustomed signature of the said William Bishop.

Given at Government house, Bathurst, River Gambia, this 6th day of November, 1834, under my hand, and the seal of the Secretary's office.

(Signed) G. RENDALL,
Lieutenant-Governor.

A true copy.

(Signed) Aw. HUNTER,
(Seal) Colonial Secretary.

DEPOSITION of Cuthbert Adolphus Williams.

Port Bathurst, River Gambia.

BY this public instrument of protest and declaration be it made known and manifest, to all whom it may concern, that on the 17th day of July 1834, before me William Bishop, notary public, residing at Bathurst, Saint Mary's, River Gambia, personally came and appeared Cuthbert Adolphus Williams, master of the brigantine "Governor Temple," belonging to this port, of the burthen per register of 155 tons, who declared that the "Governor Temple" sailed from this port on the 1st instant, having been previously duly cleared out at the Custom House, (bound for Portendic, with a general cargo) as per copy of a manifest herewith, in order to trade for gum with the Moors there.

At one post meridiem of the seventh instant, appearer fell in with a French brig of war, being then in eighteen degrees six minutes north latitude, by observation at noon.

The French brig of war fired two guns to bring the "Governor Temple" to; upon coming to, a boat from the French brig of war came alongside; two officers boarded the "Governor Temple," and examined appearer's papers; at this time appearer observed one of the sailors or petty officers from the French boat went down the main-hatchway of the "Governor Temple," for the purpose, as the appearer thought, to see what cargo was in the vessel. The officers then requested appearer to go with them on board the French brig of war, which they called "Le Dunois," for the purpose of seeing the captain. Appearer accordingly accompanied them. The captain of the "Dunois" told appearer, through the interpretation of Michael Seese, seaman on board the "Governor Temple," that he would not allow him, the appearer, to proceed to Portendic, if, upon his arrival there, it was his intention to let go his anchor. Appearer replied that he was obliged to go to Portendic in consequence of his supercargo, Mr. Pellegrin, having been there for some time, and that it was his, the appearer's, intention to go to Portendic, and place himself under the instructions of Mr. Pellegrin.

The captain of "Le Dunois" asked how long Mr. Pellegrin had been at Portendic. Appearer replied that "he could not say." The captain then directed that the appearer should not allow any boat or boats belonging to the Moors to come alongside the "Governor Temple," or to allow any of the Moors to come on board.

Appearer returned on board the "Governor Temple," and made all sail for Portendic.

At one post meridian, of the 8th, the appearer anchored the "Governor Temple" off Portendic. At 3 P.M. the "Dunois" hove in sight. At 4 P.M. the boats from the "Dunois" boarded the "Governor Temple," and directed appearer to get under weigh immediately, which appearer refused to do.

At this time the cutter "Industry," belonging to the port of Bathurst, Gambia, was lying at anchor near to the "Governor Temple." Appearer wishing to consult with the master, supercargo, and others, then on board of the "Industry;" the appearer accompanying the French officers on board of that vessel, and after consultation it was agreed upon between the master of the "Industry," James Eunson, Mr. J. Hughes, the supercargo, Mr. Pinsent, clerk to Mr. Isaacs, supercargo to the English brigantine "Matchless," and the appearer, that they should all proceed to the French brig of war, "Le Dunois," and request an explanation from the captain of what had occurred.

The captain of "Le Dunois" stated, that he had instructions from the Governor of Senegal to prevent all British vessels trading with the Moors at Portendic, unless such vessels continued under sail. Upon this assurance the appearer, and the others above recited persons, replied that they should not get under weigh unless they were compelled to do so. The next morning, the 9th instant, the appearer being then on board the cutter "Industry," an officer from the French brig of war "Le Dunois," delivered a letter into the appearer's hands, the original of which he now produces, as follows, viz:—

"Au Mouillage devant Portendic,
"Côte d'Afrique, 9 Juillet, 1834.

"Monsieur le Capitaine,

"CONSIDERANT que contre toutes les lois qui existent entre les nations civilisées Monsieur le Gouverneur de Sante Marie en Gambie vous a envoyé malgré cela à Portendic, où vous ravitaillez journellement les Trazars, avec lesquels nous sommes en guerre, qu'il a manqué par là à la reconnoissance qu'il devait au Gouvernement Français; en regard ensuite à la composition de votre chargement, qui ne peut être que d'un grand secours pour cette peuplade; enfin, conformément aux instructions que j'ai reçues de Monsieur le Gouverneur du Sénégal, j'ai l'honneur de vous engager à appareiller immédiatement et à ne vous livrer au commerce de la gomme avec les Maures devant Portendic que sous voiles, ainsi qu'il est stipulé par les Traités passés entre les deux Gouvernemens; dans le cas où vous ne voudriez pas vous rendre à mon invitation, je vous prie de m'en donner votre refus par écrit, bien déterminé ensuite à vous y contraindre.

"J'ai l'honneur, &c.,
(Signé) "Le Lieut. Ch. Leveque,
"Le Capitaine du brick de guerre "Le Dunois."

[For translation, see page 244.]

To this letter appearer returned answer, of which the following is a true copy:—

"Off Portendic, July 9, 1834.

"Sir,

"I beg leave to acknowledge the receipt of your letter, desiring me to get immediately under weigh, stating that by a Treaty existing between England and France, that we are only permitted to trade with the Moors at Portendic under sail.

"Conceiving that the French have no authority to oppose any English vessel that may be trading at this port, so long as a permanent settlement is not formed by them on shore, and relying upon the protection of my Government, who have granted me a legal passport and permission to trade in this port of Portendic, I am under the necessity of refusing to obey the order this morning received from you.

"I have, &c.,

(Signed) "C. A. WILLIAMS,

"Captain of the English Brigantine 'Governor Temple.'"

At noon, on the 9th instant, two lieutenants, with two boats' crew from the French brig of war "Dunois" came on board the "Governor Temple" and immediately got the vessel under weigh. In consequence of this, appearer intimated to the French officers that he resigned all charge and responsibility of the vessel. The French officers expressed a wish that he, appearer, should continue the charge of the "Governor Temple," but appearer declined doing so.

At 4 post meridiem the French made all sail upon the "Governor Temple," she being then under charge of one lieutenant and ten seamen of the "Dunois," and proceeded under convoy of the "Dunois" to Senegal. They arrived off the town of St. Louis on Saturday, the 12th instant, and anchored in ten fathoms water.

On Sunday the 13th, at 2 P.M., the officer and ten French seamen left the "Governor Temple" and went on board the "Dunois;" appearer being at the same time given to understand that orders relative to him were expected in about an hour from the Governor of Senegal.

At 3 post meridiem a boat was sent from the "Dunois" with a request that appearer would proceed on board that vessel. On appearer reaching the "Dunois" the captain gave him, appearer, orders to get the "Governor Temple" under weigh immediately and proceed to Saint Mary's; this was the purport of the order as understood by the appearer from the interpreter's imperfect English.

Appearer returned to the "Governor Temple," weighed anchor, made all sail for this port, where he arrived about 2 P.M., on the 16th instant.

And therefore the said Cuthbert Adolphus Williams did declare to protest, as by these presents he doth solemnly protest, against all and every person or persons whom it shall or may concern, and doth declare that all damages, losses, detentions, and detriment that have happened to the said ship and the goods of her landing are and ought to be borne by the captain of the French brig of war "Le Dunois," and by the Governor of Senegal (should he have given instructions for the conduct of the captain of the "Dunois," so far as relates to the proceedings recited above), or whomsoever else it shall or may concern, the same having occurred as before mentioned, and not by or through any neglect or mismanagement of the said appearer, his officers, or any of his mariners, all of which acts being requested of me, the said notary public, I have granted these presents under my seal of office to serve and avail as occasion shall or may require.

(Signed) WILLIAM BISHOP,
Notary Public.

CUTHBERT ADOLPHUS WILLIAMS, commander of the brigantine "Governor Temple," mentioned in the foregoing protest, maketh oath and saith, that the contents thereof are in every particular and respect just and true.

(Signed) C. A. WILLIAMS.

Sworn before me, at Bathurst, Saint Mary's, River Gambia, this 17th day of July, 1834.

(Signed) W. BISHOP,
Notary Public.

MICHAEL SEESE, seaman on board the brigantine "Governor Temple," named in the foregoing protest, personally appeared before me, William Bishop, notary public, this 17th day of July, 1834, and declared that he faithfully interpreted the conversation held on board the French brig of war, "Le Dunois," and that the statement of such conversation is in every particular just and true.

MICHAEL SEESE, his ⋈ mark.

Sworn before me, at Bathurst, Saint Mary's, River Gambia, this 17th day of July, 1834.

(Signed) WILLIAM BISHOP,
Notary Public.

Port of Bathurst, Saint Mary's, River Gambia.

MANIFEST of the Cargo on board the brigantine "Governor Temple," C. Williams, master, of Bathurst, 150 Tons, British built, 18 men, bound for Portendic.

Shipper.	Quantity.	Quality.	To whom Consigned.
Wm. Forster.	42 Bales	Bafts	Order.
	4 Casks	Sugar	
	8 Nests	Trunks	
	1 Case	Refined Sugar	
	9 Bags	Cowries	
	73 Iron	Pots	
	1 Trunk	Sundries	
	153 Bordeaux	Corn	
	1 Chest	Sundries	

I, C. A. WILLIAMS, do hereby certify that the above is a just and true manifest of the cargo on board the ship or vessel "Governor Temple," myself master, for Portendic.

(Signed) C. A. WILLIAMS.

Certified before me at Gambia, this 28th of June, 1834,

(Signed) W. BISHOP,
Acting Collector.

A true copy.

(Signed) W. BISHOP,
Collector.

DEPOSITION of J. F. Pellegrin as to the loss of opportunity of purchasing Gum.

Settlement of Bathurst, River Gambia to wit.

PERSONALLY appeared before me, Andrew Hunter, Esquire, Chief Judge of the Court of Common Pleas in this settlement, Mr. J. F. Pellegrin, who being duly sworn upon the Holy Evangelists of Almighty God, maketh oath that he was agent at Portendic for Mr. W. Forster in the gum trade of 1834: That deponent left this settlement with a cargo on the 4th June, arrived at the bay of Portendic on the 15th, and on the 20th dispatched the said vessel, with a full cargo, and a letter to Mr. W. Forster or his agent, ordering a vessel of burthen (the largest that could be procured) at that port to be sent to him as quick as possible, as he had bargained for a very large quantity of gum, to be ready for shipping on the vessel's arrival, and that he was then going into the interior to make arrangements with the Moors to carry their gum to Portendic, in order that when a vessel arrived for him he should be enabled to load her immediately.

That when deponent was on his way back to the sea side he met some Moors who had left Portendic, and who told him that a French man-of-war had been at Portendic, and had taken away the vessel that came for deponent, after firing at the Moors, who were waiting on the beach, and had driven them away.

That as soon as the Moors, who were marching on the sea side with their gum, heard it, they turned back and took their gum to the banks of the Senegal.

And this deponent further saith that, in consequence of this interruption, he lost the opportunity of purchasing two cargoes of gum for deponent. He arrived on the 17th of July at Portendic, and would have loaded the "Governor Temple" in fourteen days, but that vessel did not get back there, after being released by the Governor of Senegal, until the 31st of the same month, making a delay of thirty-five days. Deponent could not complete her cargo before the 30th August, as it took a further delay of fifteen days to restore perfect tranquillity amongst the Moors.

(Signed) J. F. PELLEGRIN.

Sworn this 15th day of August, 1835,

(Signed) Aw. HUNTER,
Chief Judge of Common Pleas.

DEPOSITION of J. Hughes as to the detention of the "Governor Temple."

Settlement on St. Mary's, River Gambia, to wit.

PERSONALLY appeared before me, Andrew Hunter, Esquire, Chief Judge of the Court of Common Pleas in this settlement, Mr. John Hughes, who being duly sworn upon the Holy Evangelists of Almighty God, maketh oath that he was supercargo on board the cutter "Industry," laying at Portendic, when the "Governor Temple" was seized and carried away from her anchorage at that place by a French officer and boat's crew on the 9th of July, 1834, and that the said vassel did not reach her anchorage again in Portendic until the 31st of the same month.

That to the best of this deponent's information and belief, the detention of the said vessel, caused by the French authorities, extended to thirty-five days, besides fifteen days expended in restoring perfect confidence amongst the Moors, and prevailing upon them to come down to the beach with their gum.

(Signed) JOHN HUGHES.

Sworn this 15th day of August, 1835,

(Signed) Aw. HUNTER,
Chief Judge of Common Pleas.

DEPOSITION of Richard Lloyd as to the loss of sale of cargo of Gum.

Settlement of Bathurst, River Gambia, to wit.

PERSONALLY appeared before me, Andrew Hunter, Esquire, Chief Judge of the Court of Common Pleas of that settlement, Mr. Richard Lloyd, who being duly sworn upon the Holy Evangelists of Almighty God, maketh oath, that as agent for Mr. Wm. Forster, merchant of this settlement, he chartered the brigantine "Governor Temple" on the 27th June, 1834, from Mr. Thomas Joiner, the owner, at twenty dollars per diem, to proceed to Portendic with a cargo suitable for the gum trade, and consigned to Mr. John Pellegrin there waiting for her, and that the said vessel returned on the 16th of July, having, as this deponent was informed, been seized at anchor by a French naval commander and taken to St. Louis, where she was released by the Governor of that colony, and ordered not to return to Portendic, but to proceed to St. Mary's direct, and that she was again dispatched from this settlement on the 19th of July under the convoy of His Majesty's ship "Britomart." And this deponent further declareth that to the best of his knowledge, information, and belief, that had the seizure of the "Governor Temple" not taken place, the first cargo of gum would have arrived at the port in time to be shipped by the brig "Ranger," which sailed from this settlement for London on the 12th of August, in the same year, and that the sale of one cargo of gum was lost to the charterers in consequence of the aforesaid interuption of the French authorities.

(Signed) RICH. LLOYD.

Sworn this 15th day of August, 1835,

(Signed) Aw. HUNTER,
Chief Judge of Common Pleas.

CERTIFICATE as to the charge for detention of the "Governor Temple."

WE, the undersigned merchants residing at Bathurst, on the Gambia, being well acquainted with the gum trade at Portendic, but at present wholly uninterested therein, hereby certify that we consider the sum of £5 per diem a fair and reasonable charge for demurrage upon the detention of a vessel of the tonage of the brigantine "Governor Temple," with which we are well acquainted.

And further, we, the undersigned merchants, being well acquainted with the state of the English market in gum, at the period of the detention of the brigantine "Governor Temple," off Portendic, by the French naval commander, which appears by affidavit to have occupied a space of thirty-five days, whereby the sale of one whole cargo of gum was entirely lost to the characters, declare that we consider the sum of £2500 to be a fair and reasonable demand in consideration of such unlawful detention of the "Governor Temple."

Given under our hands at Bathurst, River Gambia, this 15th day of August, 1835.

(Signed) C. GRANT,
E. BOCOCK,
EDW. LLOYD,
W. H. GODDARD.
R. AYNESLY.

CERTIFICATE as to return in Gum for Goods.

Settlement of Bathurst, River Gambia.

I HEREBY certify that Mr. William Forster, of this settlement, merchant, having exhibited to me his mercantile journal, I found therein entries of goods amounting to the sum of £3282 17*s.* 10¾*d.* sterling stated to have been shipped by the brigantine "Governor Temple," of this port, for the gum trade at Portendic, it appearing to me by an entry in said journal, that the quantity of ninety-three tons of gum was returned from Portendic by the said vessel as the proceeds of the before-mentioned goods.

Given under my hand and seal at Bathurst, this 15th day of August, 1835.

(Signed) A. HUNTER,
(L.S.) Colonial Secretary.

CERTIFICATE as to Tonnage of the "Governor Temple."

THESE are to certify that the measurement of the British brigantine "Governor Temple," of this port, registered one hundred and fifty-five (155) tons, as per certificate of surveying officer at Sierra Leone, and that at the time of the clearing outwards for Portendic, on 28th June, 1834, she had a crew consisting of twenty-two persons, master included, as by her papers granted at that period, now remaining in this office.

Given under my hand at Bathurst, Gambia, this 15th August, 1835.

(Signed) THOS. C. B. WEIR,
Act. Collector.

Settlement of Bathurst, River Gambia, to wit.

THESE are to certify all whom it may concern, that the signatures attached to the several documents hereunto annexed, viz.: Aw. Hunter, Chief Judge of Common Pleas and Colonial Secretary; J. F. Pellegrin; John Hughes; Ricd. Lloyd; C. Grant; E. Bocock; Edw. Lloyd; W. H. Goddard; R. Aynesley; and Thos. C. B. Weir, Act. Collector; are the true and real handwriting of the several parties, and that they are all persons well known to me, and worthy of credit and belief.

Given at Government House, River Gambia, under my hand and seal of the Government, the 11th day of August, 1835.

(Signed) GEO. RENDALL,
(L.S.) Lieutenant-Governor.

No. 2.—CERTIFICATE as to Proclamation of Blockade.

Settlement of Bathurst, River Gambia, to wit.

THESE are to certify, to whom it may concern, that the publication in this settlement of the Governor of Senegal's proclamation, declaring his intention to place the Port of Portendic in a state of blockade, took place on the 24th day of January, 1835, the original having been brought into this port the day previous by an officer from the French brig of war "Badine."

Given under my hand and the official seal, at Bathurst, this 7th day of July, 1835.

(Signed) AW. HUNTER,
(L.S.) Colonial Secretary.

DEPOSITION as to return of Gum for Goods.

Settlement of Bathurst, River Gambia, to wit.

PERSONALLY appeared before me Andrew Hunter, Esquire, Chief Judge of the Court of Common Pleas, J. F. Pellegrin, Esquire, merchant of this settlement, who being duly sworn upon the Holy Evangelists of Almighty God, maketh oath that he has traded for the last ten years at Portendic, and that 85 pounds of gum was the quantity bargained for each piece of baft during the last year's trade; the "Governor Temple's" cargo consisting of 2,457 pieces of baft, for which he obtained 93 tons 8 cwt. of gum, being the average above stated.

(Signed) J. F. PELLEGRIN.

Sworn before me, this 29th day of June, 1835.

(Signed) AW. HUNTER,
(L.S.) Chief Judge of Common Pleas.

DEPOSITION as to Bafts in store in 1835, and loss thereon.

Settlement of Bathurst, River Gambia, to wit.

PERSONALLY appeared before me Andrew Hunter, Esquire, Chief Justice of the Court of Common Pleas, of Bathurst aforesaid, Richard Lloyd, Senior, Esquire, of the said settlement, auctioneer, who being duly sworn, states that he has carefully surveyed the bafts now laying in the stores of William Forster, Esquire, as imported by him for the gum trade of Portendic, and it is his belief that if they were put up to public sale at this time they would not realise eight shillings and sixpence sterling per piece, so large a quantity being in the settlement at this moment, and the article not being suitable to this market.

(Signed) RICHD. LLOYD,
Auctioneer.

Sworn before me, this 7th day of July, 1835.

(Signed) AW. HUNTER,
(L.S.) Chief Judge of Common Pleas.

BAFTS in the stores of Wm. Forster, Esq., imported for the gum trade of 1835.

Importation	per "Columbine"	1920	pieces
„	per "Margaret"	5367	„
„	per "Columbine"	4605	„
		11,892	pieces.

(Signed) RICHD. LLOYD.

DEPOSITION as to the Losses sustained in 1835.

Port of Bathurst, River Gambia.

By this public instrument of protest and declaration, be it known and made manifest unto all whom it may concern, that on this 8th day of the month of July, in the year of our Lord 1835, before me, Thomas C. B. Weir, Notary Public, by lawful authority duly admitted and sworn, and residing at Bathurst, in the settlement of St. Mary's, River Gambia, personally came and appeared William Forster, of the said settlement, merchant, who being duly sworn on the Holy Evangelists, did then and there of his own free will and voluntary accord, before me the said notary public, protest and declare, that in pursuance of his right as a British merchant to trade at Portendic for gum, as guaranteed by a treaty entered into between the respective Governments of France and England in the year of our Lord 1783, and at which place he the said William Forster had exercised his right of trade since the year of our Lord 1821, he the said William Forster, in the month of October, in the year of our Lord 1834, ordered from his agent in England a large quantity of goods best suited to the gum trade, and that accordingly, between the said month of October, 1834, and in the month of February, 1835, 11,892 pieces of baft were imported by the said appearer expressly for the trade of the present year.

That the barque "Gambia," Wm. Cormack master, arrived from London at the port of Bathurst on the 12th day of the month of February, 1835, and that the brigantine "Columbine," Pilcher master, arrived from London at the port aforesaid on the 11th day of the month of February, 1835, both being destined for the gum trade at Portendic.

That the publication of the Governor of Senegal's proclamation, declaring his intention to place the coast of Portendic in a state of blockade from the 14th day of the month of February, 1835, was not published until the 24th day of the month of January of the said year.

That he the said appearer had contracted for and received 500 Bordeaux of corn, an article absolutely necessary for the Portendic trade in gum, and that the said corn had been laying in his stores at Bathurst since the beginning of the present year, and that from the effects of climate, and the inroads of the weevil, the said corn is now quite unsaleable.

That notwithstanding the Governor of Senegal's proclamation, he the said appearer could not believe that a Governor of a French colony could venture to invade the rights of British merchants, and therefore waited patiently for further information, after forwarding to His Majesty's Government an earnest remonstrance on the subject.

That on the 18th day of the month of February, 1835, the brig "Eliza," Sayers master, arrived at this settlement, reporting his having been driven from Portendic by the French brigs of war "Bordelaise" and "Gazelle."

That the said William Forster, being unwilling to subject his vessels to capture, or their crews to insult or to outrage, refrained from sending to Portendic, as originally intended, the said barque "Gambia" and brigantine "Columbine," with their cargoes as aforesaid; more particularly as Lieutenant Parlby, commanding His Britannic Majesty's brigantine "Griffin," had returned from Senegal to this port, after forwarding the remonstrance to His Excellency the Lieutenant Governor of Bathurst, as well as his own, and declared that the French local authorities had assured him of their determination to sustain to the utmost the blockade.

That the said 11,892 pieces of baft, and 500 Bordeaux of corn, are now laying on hand, and liable to get damaged during the rainy season; and that the appearer has, by the illegal and unjust interference of the French local authorities with the trade guaranteed by treaty, and by the establishment of a blockade without due and legal notice being given, already sustained great loss; that is to say, the difference between the sale of the said bafts at Portendic and the price at the Gambia, amounting to £18,036 4*s.* sterling, and also a further sum of £433 6*s.* 8*d.* sterling for 500 Bordeaux of corn now damaged and unsaleable. And the said appearer did allege, affirm, protest, and say, that the losses aforesaid were not caused by any act or neglect of his the said appearer. And I, the said notary public, at the request of the said William Forster, have protested, and by these presents do most solemnly protest against all and every person and persons whomsoever whom it doth, shall, or may concern, for and on account of all, and all manner of damages, losses, prejudices, and detriments whatsoever, which the cargoes aforesaid of the barque "Gambia" and brigantine "Columbine," or any part thereof, have or hath already sustained, or may hereafter sustain, in consequence of the establishment of the blockade aforesaid without due and legal notice given in London.

All which matters and things now declared as before is set forth in the presence of me the said notary public, and therefore I have hereunto subscribed my name and affixed my notarial seal, being requested to certify the premises. Thus done and protested at Bathurst aforesaid, the day and year first above written. (Signed) THO. C. B. WEIR,
(L.S.) Notary Public.

Port of Bathurst, River Gambia.

WILLIAM FORSTER, Merchant of Bathurst, Saint Mary's, River Gambia, mentioned in the foregoing protest, maketh oath and saith that the contents thereof are in every particular and respect just and true. (Signed) WM. FORSTER.

Sworn by the said deponent at Bathurst, Saint Mary's, River Gambia, before me this 8th day of July, 1835. (Signed) THO. C. B. WEIR,
Notary Public.

These are to certify that Thomas Christie Bartrum Weir has been duly admitted and sworn a notary public of Bathurst, Saint Mary's, River Gambia, and that the signatures hereinbefore written "Tho. C. B. Weir," "Notary Public," are the handwriting of the said Thomas Christie Bartrum Weir.

Given at Bathurst, under the seal of the Government, this 8th day of July, 1835.
(Signed) G. RENDALL,
(L.S.) Lieut.-Governor.

Dr. ACCOUNT of Bafts imported for the Portendic Gum Trade, 1835, shewing the loss sustained by the interference of the French authorities. *Cr.*

	£.	s.	d.		Tons.	Cwt.	Qrs.
To importation per brigantine "Columbine" and brig "Margaret" of 11,892 pieces, Invoice cost , . . .	8998	5	9	By quantity of gum to be obtained for each piece of baft as per Mr. J. F. Pellegrin's affidavit of 11,892 pieces at 85 lbs. per piece	450	2	2
				Less expences 15 lbs. per piece	79	12	2
				Nett quantity to be traded, tons	370	10	0

Settlement of Bathurst, River Gambia, to wit.

PERSONALLY appeared before me, Andrew Hunter, Esquire, Chief Judge of the Court of Common Pleas of this settlement, William Forster, Esquire, who being duly sworn, maketh oath that the annexed account is just and true to the best of his knowledge and belief, and that 11,892 pieces of bafts would have produced 370 tons 10 cwt. of gum if landed at Portendic. (Signed) WM. FORSTER.

Sworn before me, this 7th day of July, 1835.
(Signed) AW. HUNTER,
Chief Judge of the Common Pleas.

AN ACCOUNT showing the loss upon the sale of the Bafts at the Gambia, and the difference if sold at Portendic.

	£	s.	d.
If sold at Portendic, 11,892 pieces baft, each piece 70lbs. of gum, netting 39*s.*	23,189	8	0
If sold at the Gambia, 11,892 pieces baft, each piece 8*s.* 8*d.* .	5,153	4	0
	18,036	4	0
Total loss on 500 bordeux corn, at 17*s.* 4*d.* .	433	6	8
Total loss . . .	£18,469	10	8

Bathurst, River Gambia, July 7, 1835. (Signed) WM. FORSTER.

Settlement of Bathurst, River Gambia, to wit.

PERSONALLY appeared before me, Andrew Hunter, Esq., Chief Judge of the Court of Common Pleas of Bathurst aforesaid, William Forster, Esq., of this settlement, merchant, who being duly sworn states that the annexed account shows the loss he has sustained by the interference of the French authorities of Senegal with his trade at Portendic.
(Signed) WM. FORSTER.

Sworn before me this 7th day of July, 1835.
(Signed) ANDREW HUNTER,
Chief Judge of Common Pleas.

THE Undersigned, sworn brokers of the City of London, at the request of Messrs Forster and Smith, merchants, hereby certify that the market price of gum Senegal, of merchantable quality, in the autumn of 1834, say from 4th September to 1st November, ranged from 82*s.* 6*d.* à 90*s.* per cwt.

Duty paid, averaging during that period 80*s.* per cwt., in bond.

And that the same article was sold in the London market from the 31st July to the end of the year 1835, at from 90*s.* à 100*s.* per cwt.

Duty paid, giving an average of at least 90*s.* per cwt. in bond.

(Signed) JOHNSON & RENNY,
57, Fenchurch Street.

London, October 24, 1836.

I, JOHN NEWTON, notary public, by royal authority admitted and sworn, dwelling and practising in London, do hereby certify and attest unto all whom it shall or may concern, that on the day of the date hereof, before me the said notary, appeared Mr. Andrew Johnson, of No. 57, Fenchurch Street, in the City of London, sworn broker, a person well known in this city as worthy of full faith and credit, and acknowledged that the signature "Johnson & Renny," set and subscribed at the foot of the aforegoing certificate was his proper handwriting, and that the statements made in the said certificate were true and correct in every particular. Whereof an act being required, I the said notary have granted these presents under my notarial form and seal of office, to serve and avail as occasion shall or may require. Thus done and passed in London, this twenty-seventh day of October, in the year of our Lord 1836.

In testimonium veritatis,

(L.S.)

JOHN NEWTON,
Notary Public.

NOUS, Consul-Général de France en Angleterre, certifions que la signature qui précède est véritablement celle de Mr. John Newton, notaire public à Londres, et que foi doit y être ajoutée. Londres, le vingt-sept Octobre, mil huit cent trente-six.

(Signé) DURANT ST. ANDRE.

No. 3325, Recu Dix shillings, Oct. 15.

Par Mr. le Consul-Général,

(L.S.)

(Signé) NELLEMENT,
Chancelier.

[For Translation, see page 327.]

TRADE with Portendic in the year 1835 in Account Current with Forster and Smith.

Dr.				*Cr.*			
1835.		£	*s.* *d.*	1835.		£	*s.* *d.*
July 7.	To 11,892 pieces of Baft in Store at Gambia at this date, imported for the trade of Portendic, which in trade there, would have sold for 63lbs. net of gum for each piece of baft after deducting 10 per Cent. in weight for presents, which at 90 per Cent. as per Certificate would have netted 43*s.* ½ per piece after allowing 7*s.* 6*d.* at per note at foot per piece for freight and charges, producing	25,642	2 6	July 7.	By 11,892 pieces of Bafts in store at this date imported for the Gum trade at Portendic valued at 8*s.* 8*d.* per piece	5,153	4 0
	To loss on 500 Bordeaux of Corn purchased for the Trade, 17*s.* 4*d.*	433	6 8		Balance due Forster and Smith	20,922	5 2
		£26,075	9 2			£26,075	9 2

Note of charges on 63lbs. of Gum imported in exchange for one piece of Baft.

	s.	*d.*
Insurance and duty 2*d* ¾ per cent.	1	4
Freight at 4*l.* per ton and primage	2	4
Casks at 1*s.* per cwt.	0	7
London Dock rates at 11*d.* per cwt.	0	6
Brokerage and Commission 3 per Cent.	1	6
Discount 2½ per Cent.	1	3
	7	6

London, 25th October, 1836.

(Signed) FORSTER & SMITH.

STATEMENT of Interest due on the claims of Forster and Smith up to the 11th of November, 1836.

		£	s.	d.	£	s.	d.
Oct. 31, 1834.	To hire of the "Governor Temple" . .	151	13	4			
	„ loss of trade	2,000	0	0			
	„ Mr. Pellegrin	150	0	0			
		£2,301	13	4			
	„ Interest on this sum from 31st October, 1834, to 11th November, 1836. 2 years, 12 days, at 4 per cent. per annum	...	...		187	3	3
Oct. 31, 1835.	To loss on corn	433	6	8			
	„ ditto on bafts	20,488	18	6			
		£20,922	5	2			
	„ Interest on this sum from 31st October, 1835, to 11th November, 1836. 1 year, 12 days, at 4 per cent. per annum	...	...		864	8	0
					£1,051	11	3

Sworn, November 12, 1836.
(Signed) FORSTER & SMITH.

ON this twelfth day of November, in the year of our Lord one thousand eight hundred and thirty-six, before me, John Newton, notary public, by royal authority admitted and sworn, dwelling and practising in London, and witnesses, personally appeared Matthew Forster, of New City Chambers, merchant, who solemnly and sincerely declared that the whole of the facts and circumstances stated and set forth in the claims of the said Matthew Forster, and the several documents in support thereof hereunto respectively prefixed, are in every particular correct and just, according to the best of his judgment and belief. And the said appearer further declared that he made the said declaration conscientiously believing the same to be true, and by virtue of the provisions of an Act made and passed in the sixth year of the reign of his present Majesty, entitled, "An Act to repeal an Act of the present Session of Parliament, entitled 'An Act for the more effectual abolition of oaths and affirmations taken and made in the various departments of the State, and to substitute declarations in lieu thereof, and for the more entire suppression of voluntary and extra-judicial oaths and affidavits;' and to make other provisions for the abolition of unnecessary oaths." Whereof an act being required, I the said notary have granted these presents under my notarial form and seal of office, to serve and avail as occasion shall or may require. Thus done and passed in London aforesaid, the day, month, and year first before written, in presence of the witnesses hereunto subscribed.

(Signed) M. FORSTER.

Witnesses,
(Signed) FRAS. JAS. GOTOBED.
THOS. MEREDITH.

In testimonium veritatis,
(Signed) JOHN NEWTON,
(L.S.) Notary Public.

Inclosure 3 in No. 11.

MR. HARRISON'S CLAIM.

MR. ROBERT HARRISON of London, merchant, has had an establishment at the River Gambia since the year 1831, conducted by Mr. J. J. S. Finden, and has regularly imported into England annually a large amount of gum. Being desirous of participating in the trade at Portendic, he employed the cutter "Industry" for that purpose, which sailed with a suitable cargo from Port Bathurst in the Gambia on the 27th of June, 1834, bound to Portendic. The "Industry" arrived at Portendic on the 2nd of July following and made preparation for trading, when, on the 8th of July, the "Dunois" anchored in the bay and turned away the "Industry" under the circumstances fully described in the documents which will be found in the Appendix to these claims, at a moment when she was taking in a cargo of gum and had actually on board 15 tons of that article. The subsequent detention of the said cutter at Goree, and the loss of time previous to her return to Portendic to resume her lading caused an unavoidable detention of the brig "Elizabeth" of and from London, which was waiting in the Gambia for the cargo of gum expected to be received by the "Industry" at Portendic. For this demurrage of the "Elizabeth," Mr. Harrison paid the owner of the "Elizabeth" the sum of £110.

Mr. Harrison claims also indemnity for the injury which he sustained in consequence of the "Industry" having been turned away from Portendic, by which he lost the early market in England in the year 1834. This loss is estimated at the sum of £1350. Mr. Hughes, supercargo of the "Industry" at the period when she was turned away, having been detained as a prisoner on board the "Dunois" eight days, claims also compensation for that injury, which Mr. Harrison is content to limit to the sum of £75.

Interest is also demanded at 4 per cent. per annum until the claim be paid.

In the ordinary pursuit of this trade, Mr. Harrison was preparing to follow it up in the year 1835, and suspended his operations only in consequence of the blockade. He purchased a vessel and a supply of corn in the Gambia for that purpose, and would have, according to the usual scale of his business, exported from England to the Gambia for the Portendic trade, 9000 pieces of bafts or thereabouts, which, after deducting the cost of the bafts and all the usual expenses, would have left a net profit of £12,600. For the loss of this profit, which he would have realized but for the blockade, and for his loss on the corn by the effects of the climate, he claims a reasonable compensation.

	£
Demurrage of "Elizabeth"	110
Loss of trade by "Industry"	1350
Mr. Hughes	75
Loss of trade in 1835	12,600
Loss by corn	150
Total	£14,285

For evidence in support of these claims see Appendix to Mr. Harrison's Claims.

Interest is also demanded at 4 per cent. per annum until the claim be paid.

ROBERT HARRISON.

APPENDIX

TO THE CLAIMS OF MR. ROBERT HARRISON.

No. 1.—PROTEST of JOHN HUGHES, Supercargo of the Cutter "Industry," against the Government of Senegal.

AUJOURD'HUI, vingt-huit Juillet, mil huit cent trente-quatre, dix heures du matin, devant nous, Louis François Alphonse Thiesse, Greffier du Tribunal de première instance de l'Ile de Gorée, remplissant les fonctions de notaire dans le ressort du dit Tribunal soussigné, s'est présenté le Sieur John Hughes, demeurant ordinairement à Ste. Marie, Subrécargue du côtre Anglais "L'Industry," actuellement sur rade de cette île.

Lequel dit Sieur comparant nous a déclaré que le Samedi dix-neuf du présent mois de Juillet, le brick de guerre Français "Le Dunois" a forcé le dit côtre de commerce Anglais "L'Industry," dont il est subrécargue, de quitter la Baie de Portendic où il était à traiter légalement avec les Maures, conformément au Traité existant entre la France et l'Angleterre, qu'ensuite lui-même a été détenu pendant quatre jours à bord du dit brick "Le Dunois;" qu'enfin le dit côtre "L'Industry" est resté en la possession du dit brick "Le Dunois" pendant neuf jours. Qu'en conséquence de ce qui précède, il déclare par ces présentes protester contre le Gouvernement du Sénégal, et demander à titre de dommages intérêts, savoir pour sa détention individuelle pendant les dits quatre jours, une somme de deux mille gourdes. Et pour la perte de tems que cette détention lui a occasionné et lui occasionnera depuis son départ de Portendic, jusqu'à son retour en ce lieu, pour celle pouvant encore survenir dans la cargaison du dit côtre "L'Industry," ainsi que pour l'arrestation du dit côtre pendant les dits neuf jours, et la perte de sa chaloupe pendant ce tems, la somme de six mille gourdes.

Nous requérant le dit Sieur John Hughes en sa qualité, de lui accorder acte de la dite protestation qui sera notifiée en tems et lieu voulus.

Satisfaisant à la dite réquisition nous avons accordé Acte au dit Sieur comparant de ses déclarations et protestation ci-dessus et d'autre part; et ce afin de servir et valoir ce que de droit.

Dont Acte: fait et passé en minute au Greffe de l'Ile de Gorée, les dits jour, mois, et an, présence des Sieur Durand Valantin, Commerçant, et François Boucher, Propriétaire, tous deux demeurant en la dite Ile de Gorée, témoins qui ont signé avec le requérant et nous greffier notaire après lecture faite.

La Minute signée "J. Hughes," "D. Valantin," "F. Boucher," et "Thiesse," Greffier.

Pour Expédition,

(L.S.) (Signé) THIESSE,
Greffier.

Vu pour légalisation, par nous commandant particulier.
Président du Tribunal de première instance de l'Ile de Gorée.
(L.S.) (Signé) M'MALAVOIS.

[For Translation, see page 327.]

Settlement of Bathurst, River Gambia, to wit,

APPEARED before me, Mr. John Hughes, a resident of Bathurst aforesaid, being sworn on the Holy Evangelists, states that he went as supercargo in the cutter "Industry," of London, by directions of Mr. John James Staples Finden, merchant in Bathurst, agent for Robert Harrison of London, to Portendic, to trade for gum. Deponent was cleared from the custom-house on the 27th of June; the cutter arrived off Portendic on the 2nd of July. That from that date till the 8th of that month he was employed in making arrangements for the prosecution of this trade with the Moors, upon which day the French brig of war, "Dunois," came in sight, and immediately on coming to anchor, about two o'clock in the afternoon, the commander sent two of his boats on board the cutter under the command of the second lieutenant, Monsieur Gachina. Lieutenant Gachina, on coming on board, told the master, James Eunson, that he was desired by Lieutenant Levêque, commander of the brig, instantly to get under weigh, and trade with the Moors under sail only; stating that by the Treaty between France and England the English were not allowed to trade at anchor. Captain Eunson having communicated with deponent (under whose orders he was,) the latter told him to pay no attention to the order of Lieutenant Levêque, as from what he knew of the Treaty no stipulation of the kind was made mention of. Upon this being intimated to Lieutenant Gachina, he immediately returned on board the "Dunois," and came next morning, being the 9th of July, with a letter from

Lieutenant Levêque, of the same import as his verbal communication of the preceding day addressed to the captain of the English cutter at the anchorage of the Portendic.

Deponent repeated his answer, and dictated a letter, which was signed by the captain, to the commander of the "Dunois," the following being correct copies of both letter and answer:—

Addressed to the Captain of the English Cutter anchored off Portendic.

Monsieur le Capitaine,—

Considerant que contre toutes les lois qui existent entre les nations civilisées, Monsieur le Gouverneur de Ste. Marie en Gambie vous a envoyé malgré cela à Portendic, où vous ravitaillez journellement les Trarzas avec lesquels nous sommes en guerre; qu'il a manqué par là à la reconnaissance qu'il devait au Gouvernement Français; eu égard ensuite à la composition de votre chargement qui ne peut être que d'un grand secours pour cette peuplade; enfin, conformément aux instructions que j'ai reçues de Monsieur le Gouverneur du Sénégal, j'ai l'honneur de vous engager à appareiller immédiatement et de ne vous livrer au commerce de la Gomme avec les Maures devant Portendic que sous voiles, ainsi qu'il est stipulé par les Traités passés entre les deux Gouvernemens; dans le cas où vous ne voudriez pas vous rendre à mon invitation, je vous prie de me donner votre refus par écrit, bien déterminé ensuite à vous y contraindre.

J'ai l'honneur de vous saluer,
(Signé) CH. LEVEQUE.

Au Mouillage devant Portendic, côte d'Afrique,
9 Juillet, 1834.

[For Translation, see page 244.]

ANSWER.

Sir, Off Portendic, 9th July, 1831.

I beg to acknowledge the receipt of your letter, desiring me to get immediately under weigh, stating that by a Treaty existing between England and France, that we are only permitted to trade with the Moors under sail.

Conceiving that the French have no authority to oppose any English vessel that may be trading at this port, as long as a permanent settlement is not formed by them on shore, and relying upon the protection of my Government, who have granted me a legal passport and permission to trade in the port of Portendic, I am under the necessity of refusing to obey the order this morning received from you.

I have, &c.,
(Signed) JAMES EUNSON.

The brigantine "Governor Temple" was then at anchor there, and a similar letter having been addressed to the master of that vessel, the same answer was returned. Lieutenant Gachina, on getting the answers to the letters, without saying anything, returned on board the "Dunois," which then got under weigh, and anchored close to the "Governor Temple," and commenced firing upon the Moors with grape and round shot. After firing for a considerable time, the "Dunois" got under weigh, and the commander sent two boats on board of the cutter, in charge of Lieutenant Gachina, to know, finally, if the latter would get under weigh, or not. Deponent still insisted on the captain adhering to his original answer, and the captain accordingly refused to get under weigh. Lieutenant Gachina upon this left with his boats for the "Governor Temple," intimating to the captain that he would be back immediately to force the cutter to make sail. A short time after deponent saw the "Governor Temple" under sail, with the two French boats astern, standing out to sea. Deponent continued his trade with the Moors until Saturday, the 19th of July, when the "Dunois" again made her appearance, and came to anchor a little ahead of the cutter. That upon the near approach of the brig to the shore deponent had ordered the English ensign and union jack to be put in the boat in which deponent was then going on shore. That on the brig coming to anchor, deponent, thinking she was going to fire, placed the English ensign in the stern of the boat, and the union jack on the square sail of the cutter, which covered a heap of gum on shore, in order to protect the boat and property. That immediately after anchoring (deponent thinks half a mile from the shore) she commenced firing in the same way as on the 9th, without any communication whatever with the cutter. That on the commencement of the firing deponent hailed his boat, which was at anchor outside the surf, for the purpose of returning to the cutter, but the boat's crew, being all black men, were so alarmed at the firing lay down in the boat and would not bring her on shore, and in consequence deponent was obliged to swim to the boat, which he did in the midst of the firing, and only with great entreaty could prevail on the men to sit up to pull him off. One of them jumped out of the boat from fright. That the firing continued for half an hour after he got on board, when Lieutenant Gachina came on board the cutter and communicated to the captain that the French commander wished to have an interview with him immediately. The captain assented, but not having a knowledge of the French language, wished deponent to accompany him, which he did, along with Mr. Pellegrin, supercargo of the "Governor Temple," who had been left on shore at the time of the seizure of the "Governor Temple," and who had taken refuge in the cutter. They went on board the "Dunois," in the cutter's boat, with three black sailors. Immediately on getting there, Lieutenant Levêque detained

deponent and Mr. Pellegrin as prisoners, and kept the boat with the crew on board of it, and sent the captain back in one of the "Dunois" armed boats, with Lieutenant Gachina, to get the cutter under weigh, and said to deponent and Mr. Pellegrin in great anger, "Messieurs, me voici de retour et je viens vous prendre; vous êtes mes prisonniers jusqu'à ce que le bateau soit sous voiles, ce mauvais bateau! foutre! un sacré bateau comme celui là me donner tant de peines. Allez, Monsieur Gachina," addressing himself to his second Lieutenant, "embarquez des hommes dans la chaloupe, et faites le mettre sous voiles de suite. Ces Messieurs là veulent peut-être que je leur tire dessus, et foutre! s'ils ne veulent que des boulets je leur en donnerai bien vîte. S'il ne leur faut que cela ils n'attendront pas longtemps." Lieutenant Gachina then said to Captain Lévêque, "Capitaine, faut-il mettre des fusils dans le canot?" "Oui, foutre!" answered the commander. "Ces gredins là sont capables de tout faire," adding, on turning towards deponent, "je suis étonné que votre Gouverneur n'avait pas honte d'envoyer des bâtimens ici après tout ce qu'il nous devait. Sa conduite est infâme, et j'en suis d'autant plus surpris que lui-même m'a dit à sa table que le seul moyen de forcer ces gens là (alluding to the Moors) à demander la paix, fut de leur priver de vivres. L'indigne ingrat! C'est un homme sans sentimens. L'âme basse. Mais foutre! ce n'est pas étonnant, puisque la moitié de la cargaison lui appartient."

Deponent and Mr. Pellegrin denied such being the case. "Oui, si fait, je le sais bien," replied the commander, "je le tiens de bonne part, eh! j'ai fait mes notes," (in a tone of exultation.) On deponent remonstrating with him at his proceedings, he answered, "Ah, j'ai mes instructions, et je pense bien que Monsieur Pujol, qui m'a envoyé ici, n'aurait pas pris sur lui de le faire sans avoir bien pesé la Traité, et foutre! celui-là n'est pas bête. Maintenant, ou il a raison, ou votre Gouverneur a raison, et un des deux est un gens foutre." Deponent answered in French, saying, "Monsieur, je ne prétends pas discuter sur les procédés de notre Gouverneur, mais je vous assure qu'il n'est pas un jean foutre." The commander then furiously stamped on the deck and repeated, "Oui, je vous dis que oui, un des deux est un jean foutre, et c'est pour les deux Gouvernemens à décider lequel." Deponent answered, "Ce n'est pas le nôtre toujours," and the commander said no more on the subject, but requested the deponent and Mr. Pellegrin to accompany him to his cabin, where he read his instructions to them. The cutter was got under weigh, and the "Dunois" immediately made sail and stood out for sea. In standing out she struck upon a bank and broke her rudder, and smashed her poop deck to pieces. On the cutter coming up, she was directed by the commander of the "Dunois" to come to anchor about a mile to the windward, and there await further orders from the "Dunois," a fresh officer and eight men being put on board to relieve Lieutenant Gachina and his crew. The "Dunois" was got off the bank, and deponent again applied to the commander to permit him to return to the cutter, which was refused, the commander telling him that he detained him as a security for the cutter's not returning to Portendic, and thereby to insure the safety of his officer and men, in case of the brig not being able to get clear of the bank, the rudder being broken as already stated. In the course of the afternoon the vessel had got off the bank, the commander, in language of a milder nature than that he had first made use of, expressed his regret for the tone and manner in which he had spoken to Mr. Pellegrin and himself, still continuing his invectives against the Governor, and strenuously asserting his knowledge of the Governor being the half owner of the cargo, which deponent and Mr. Pellegrin as strongly denied, knowing the fact to be otherwise. Lieutenant Levêque then went down into his cabin, accompanied, at his request, as before stated, by deponent and Mr. Pellegrin, and read a letter which he stated to be his instructions from the Governor of Senegal, in which there were to the best of deponent's recollection, the following words:—"L'indigne et ingrat Gouverneur de Ste. Marie recevra sans doute de son Gouvernement des reproches de son infâme conduite.

"Dans le cas où l'on ne fait pas appareiller le côtre faites feu devant et derrière; si cela ne réussit pas, faites feu auprès et même dans son grément; si l'on s'obstine à ne point lever l'ancre, faites le prendre de force, et le conduire devant St. Louis.

"Si vous rencontrez un bâtiment de guerre Anglais, demandez-lui s'il se rappelle ce que nous avons fait pour les Anglais en 1831."

Deponent was detained along with Mr. Pellegrin for four days on board the "Dunois," it taking her that period to warp a sufficient length from the bank in order to admit of a trial of a temporary rudder. On Tuesday, the 22d of July, the "Dunois" succeeded in clearing the bank and made sail, and signalised for the cutter to meet her. When the cutter arrived in hail, the "Industry's" boat and three men were sent on board for four of the French white sailors. The boat carried the sailors on board the "Dunois," and was ordered by the officer of the watch to return to the cutter with orders to the French officer in charge of the cutter to hoist her in and keep company with the "Dunois" till the morning, when the commander intended to liberate deponent and Mr. Pellegrin, and sent them on board in his boat, and at the same time to instruct the officer to proceed to Senegal, there to apprise the Governor, Monsieur Pujol, of his proceedings, it being necessary for the "Dunois" to proceed directly to Goree on account of the damaged state of the vessel, where the cutter was also to proceed, after having communicated with the Governor of Senegal. The "Industry's" boat left the "Dunois," for the cutter, about eight o'clock in the evening. About an hour afterwards the first Lieutenant communicated with the cutter, and they asked the officer if she had hoisted in the boat, and on his answering he had not seen her, he was immediately sent to look after her; deponent neither saw nor knew anything of the cutter until she arrived in Goree, about an hour or two after the "Dunois." Deponent and Mr. Pellegrin having landed there from the latter

vessel on Saturday, the 26th of July, deponent was conducted to the residence of the commandant, Monsieur Mulavois, who had informed him that he had been instructed by the Governor of Senegal to offer restitution of the cutter. Deponent threatened to abandon her, upon which the commandant intimated to him that the French Government would only be responsible for damages incurred up to that period. That the deponent thereupon agreed to take back the cutter, upon the distinct understanding of the authorities admitting of his protest against the unlawful seizure of the vessel, and detention of British subjects, with an exemption of all port charges whatever; which was acceded to by the commandant. It being then late, the French officers did not give up charge of the cutter till Monday, the 28th July. On Tuesday morning the cutter was cleared out at the Custom House of Goree, for Portendic, whither deponent proceeded, in the prosecution of his trade. Deponent further states, that on his return he discovered that his losses on the voyage, occasioned by the seizure and detention of his vessel, and being kept out of the market while other vessels were trading at Portendic, would exceed the sum of six thousand dollars, stated in his protest entered at Goree. Deponent here begs to refer to his protest, which also embraces an additional sum of two thousand dollars, on account of the unlawful seizure and detention of his person. Further states that the English flag was hoisted on several occasions, to his knowledge, when at Portendic; the first being the time when the "Dunois" returned, and fired, as the commander said, at the Moors, when deponent, as before stated, hoisted it in the boat; and also upon the occasion of a French corvette, the "Bayonnaise," standing in to fire on shore; but which she was prevented doing by striking on a bank, and knocking her false keel off, when it was hoisted by the supercargoes of the vessels there trading upon their property. That there were no tents on shore for the traders; those appearing as such were only pieces of camel's hair cloth, of the dimensions of about twelve feet in length by nine in breadth, and sixty or seventy in number, belonging to the Moors.

Deponent arrived at this settlement on Wednesday last, the 20th instant.

Sworn the 21st day of August, 1834.

(Signed) JOHN HUGHES.

(Signed) Aw. HUNTER,
Secretary to the Government.

A true Copy. (Signed) Aw. HUNTER.

SECOND DEPOSITION OF JOHN HUGHES.

Settlement of Bathurst, River Gambia, to wit.

PERSONALLY appeared before me, Andrew Hunter, Esquire, Chief Judge of the Court of Common Pleas, John Hughes, of Bathurst, who, being duly sworn upon the Holy Evangelists of Almighty God, maketh oath and saith,

That he was employed by John James Staples Finden, merchant, of St. Mary's, River Gambia, as supercargo of the cutter "Industry," of London, of 76 tons burthen, and a crew of 11 men, exclusive of Captain James Eunson; which vessel was cleared at the Custom House of this settlement, on a trading voyage to Portendic, on the 26th of June, eighteen hundred and thirty four. And the said vessel, with deponent, arrived at Portendic on the 2nd of July following, and was employed until the 8th in making arrangements for the prosecution of the trade, at which period the "Governor Temple" was taken away by the French brig of war "Dunois." That on the following day, or next day, deponent commenced purchasing gum, and had, by the 19th of July, the day of the "Dunois's" return to Portendic, shipped upwards of 15 tons of gum, whish was purchased at the rate of two pieces of blue bafts, and half a barrel of corn, of the value of four shillings and four pence per barrel, for one cask of gum—from 168 to 175 pounds of gum net. That the "Dunois," immediately on her return, took possession of the "Industry," detaining deponent, who was requested to go on board the "Dunois" to communicate with the commander, as a prisoner, on board the said vessel, the "Dunois." That the cutter "Industry," and deponent's person were in possession of the French until the 26th of July, when deponent was released at Goree, and the vessel given up.

Deponent then protested, and received possession.

That, from the forcible detention of the "Industry" by the French, deponent was necessitated to remain in Goree until the 29th, for the purpose of procuring a long boat (that belonging to the "Industry" having been lost by the French while he was in their possession), and to replace which deponent was obliged to purchase one inferior to the one, for 44 dollars in Goree. That on the 29th of July deponent left Goree for Portendic, and arrived there on the 1st day of August, and immediately after his arrival resumed his trade with the Moors. That on the 15th of August he left Portendic, having purchased 38 tons 14 hundred weight of gum, over and above the 15 tons before named; and deponent states that had he not been molested by the French, he would have completed his cargo in 12 or 15 days beyond the period of his being forcibly taken away by the French from Portendic, at the same rate as he purchased the first 15 tons, as before stated. That on his return to Portendic he was compelled to pay a much higher price for gum, more customs, and gave greater presents, in consequence of other vessels being there trading. Deponent further states, that from the quantity of gum left unsold on the

beach, that had he not been taken away by the French, he would have been enabled to have returned to Portendic in sufficient time to have procured another full cargo at the same rate as the 38 tons were purchased at. Deponent further states, that he arrived at St. Mary's on the 20th of August; and on the 19th September was again sent by the said John James Staples Finden, as supercargo of the said vessel, for the purpose of trading for another cargo of gum; but on deponent's arrival at Portendic he found but a few tons remaining, the Moors having carried all their gum away, they being tired of waiting, and it being also late in the season. That deponent then left Portendic without making any trade, and arrived at St. Mary's on the 18th of October, eighteen hundred and thirty-four.

(Signed) JOHN HUGHES.

Sworn the 2nd day of October, 1835,
(Signed) ANDREW HUNTER,
Chief Judge of Common Pleas.

CAPTAIN EUNSON'S DEPOSITION.

Settlement of Bathurst, River Gambia, to wit.

APPEARED before me, James Eunson, a resident of Bathurst aforesaid, who, being sworn on the Holy Evangelists, states, that he is master of the cutter "Industry," of London, and in the employ of Mr. John James Staples Finden, merchant, of the said settlement. The cutter left this port on the 27th of June last, having Mr. John Hughes on board as supercargo, for Portendic, in order to trade in gum with the Moors. They arrived on the 2nd day of July last off Portendic, and made preparations for trading. On the 8th of July, the French brig of war "Dunois" anchored in the bay of Portendic. about three in the afternoon; and a little after anchoring, two boats came from the "Dunois" with three officers, and boarded the cutter. Mr. Hughes acted as interpreter for deponent, and through his interpretation they ordered him to get the cutter under weigh immediately, as that the English were not allowed to trade with the Moors at anchor. On advising with Mr. Hughes, deponent refused to get the cutter under weigh, as he was under his orders. The French officer then requested deponent to give his reasons in writing for refusing. Mr. Hughes, upon this, noted down in writing the reasons for not getting under weigh, and handed the note to the second lieutenant, who announced his name to be Gachina, explaining the tenor of it in French, as deponent understood, Lieutenant Gachina then requested deponent to go on board, which he did, accompanied by Mr. Hughes and Mr. Pinsent, clerk of Mr. Isaacs, supercargo of the brigantine "Matchless," of London, and Cuthbert Adolphus Williams, master of the brigantine "Governor Temple." When they got on board, the commander of the "Dunois" told them they were not allowed to trade at anchor, and it was contrary to the Treaty between England and France; and that, if deponent did not get the cutter under weigh next morning, he would get her under weigh himself. The commander of the "Dunois" further stated that if any Moors were found on board either of the "Industry," or "Governor Temple," they would make prizes of them.

They then returned on board the cutter. Deponent next morning received a letter, delivered by one of the officers, from the commander of the "Dunois," of which the following is a correct copy:—

Au Mouillage devant Portendic, Côte d'Afrique,
Monsieur le Capitaine, 9 Juillet, 1834.

Considerant que contre toutes les lois existant entre les nations civilisées, Monsieur le Gouverneur de Ste. Marie en Gambie, vous a envoyé malgré cela à Portendic, où vous ravitaillez journellement les Trarzas avec lesquels nous sommes en guerre, qu'il a manqué par là à la reconnaissance qu'il devait au Gouvernement Français; eu égard ensuite à la composition de votre chargement, qui ne peut être que d'un grand secours pour cette peuplade; enfin conformément aux instructions que j'ai reçu de Monsieur le Gouverneur du Sénégal, j'ai l'honneur de vous engager à appareiller immédiatement, et de ne vous livrer au commerce de la Gomme avec les Maures devant Portendic que sous voiles, ainsi qu'il est stipulé par les Traités passés entre les deux Gouvernemens; dans le cas où vous ne voudriez pas vous rendre à mon invitation, je vous prie de me donner votre refus par écrit, bien déterminé ensuite à vous y contraindre.

J'ai, &c.,
(Signé) CH. LEVEQUE.

[For translation, see page 244.]

And to which, on advising with Mr. Hughes, he returned an answer, of which the following is a true copy, viz:—

To the Captain of the French Brig of War "Dunois," off Portendic.

Sir, Off Portendic, 9 July, 1834.

I beg leave to acknowledge the receipt of your letter, desiring me to get immediately under weigh, stating, that by a Treaty existing between England and France, that we are only permitted to trade with the Moors at Portendic under sail.

Conceiving that the French have not authority to oppose any English vessel that may be trading at this Port, so long as a permanent settlement is not formed by them on shore, and relying upon the protection of my Government, who have granted me a legal passport and permission to trade in the Port of Portendic, I am under the necessity of refusing to obey the order this morning received from you.

I have, &c.,
(Signed) JAMES EUNSON.

A similar letter was addressed to the master of the "Governor Temple," then on board the cutter, and a similar answer returned.

On the same day two boats were again sent to the cutter, with two officers, who delivered a verbal message from the Commander, to know if it was still their determination not to get under weigh, and being answered in the affirmative, one of the officers then asked, what would deponent do in case they got her under weigh; he replied that he would abandon the vessel. The officers, with their boats, left the cutter, and went on board the "Governor Temple," and shortly afterwards they saw her under weigh, with the boats at her stern.

Before leaving the cutter, Lieutenant Gachina said he would be back immediately, to get the cutter under weigh. Mr. Hughes continued trading at Portendic till the 19th of July, when the "Dunois" came into the Bay, and, without any intimation to the cutter, commenced firing at the Moors; and at this time she was, as he thinks, a mile from the shore. Mr. Hughes being on shore, with his boat and three men, Mr. Hughes made all haste on board the cutter, and had only been a short time there when a boat came from the brig, under charge of Lieutenant Gachina, and requested deponent's immediate attendance on board the "Dunois." Deponent went on board, accompanied by Mr. Hughes and Mr. Pellegrin. On arrival there these two gentlemen were made prisoners by the Commander of the brig, and the boat and crew of the "Industry" detained on board the "Dunois," and two boats with crews were sent on board the cutter, along with deponent and Lieutenant Gachina. On getting into the cutter Lieutenant Gachina got her under weigh, having previously asked deponent to show him how to work the vessel, and which he did, merely on account of the Lieutenant not being acquainted with the cutter, as he (the deponent) refused to take any charge of her. After the cutter was got under weigh there was a signal made from the "Dunois," for her two boats; and on the cutter approaching the brig they learned that the latter had got aground. Lieutenant Gachina was sent on board the brig, and replaced in the cutter by Monsieur Coupbuit, another of the French officers. The pilot of the cutter was requested to go on board the "Dunois," which he did, and the "Industry" was anchored in six fathoms. Early in the morning of the 21st the long-boat of the cutter broke her painter, and went adrift; there was a heavy sea on at the time, and as there was no other boat for the cutter remaining, the long-boat was lost. On the evening of Tuesday, the 22nd, the cutter left Portendic in company with the brig. About seven the brig hove to, and returned the cutter's boat, with the crew and pilot; she was sent back again by the officer in the "Industry," with four white French sailors. Both vessels made sail. That in about an hour after the brig again hove to, and inquired of the officer if he had hoisted the boat in; he answered, that he had not seen her. He was ordered to go back again, and search for her immediately. For some hours he kept the cutter going backwards and forwards in search of the boat, but could not find her. About half-past one o'clock next afternoon, being Wednesday, the 23rd of July, they descried the boat; the cutter was kept towards her, and she was at last got in. They then made sail for Senegal, where they arrived next day, being the 24th, between three and four o'clock in the afternoon. Deponent shortly after went on board the "Matchless," which was laying there, when he was informed by Mr. Isaacs, the supercargo, that His Majesty's sloop "Britomart" was convoying the "Matchless" and "Governor Temple" to Portendic; and that Commander Quin was waiting for his officer, who had taken despatches on shore from the Governor of St. Mary's; next day, the 25th, at noon, the "Industry" made sail for Goree, where they arrived the following morning at eleven, and found the "Dunois" at anchor there. Soon after the commander, Lieutenant Leveque, came on board the cutter, and conversed with the officer. Deponent waited on the Commandant of Goree, and was asked if he would take back the cutter, to which deponent answered, that he could do nothing till he saw the supercargo. The Commandant sent for Mr. Hughes, who came, and ultimately the cutter was given back on Monday morning, when they took in their provisions and other necessaries, and returned to Portendic, having had a clearance from the Custom House at Goree, for that place.

On their return they discovered that the square-sail of the cutter, which had been left there, was taken away in their absence. They traded at Portendic till Friday last, the 15th instant, and returned to this port on Monday evening last.

(Signed) JAMES EUNSON.

Sworn this 22nd day of August, 1834.
(Signed) Aw. HUNTER,
Secretary to the Government.

A true Copy. (Signed) Aw. HUNTER.

MR. FINDEN'S PROTEST.

Bathurst, River Gambia.

BE it known to all whom it may concern, That on the 1st day of September, 1834, before me, William Bishop, Notary Public, residing at Bathurst, St. Mary's, River Gambia, personally came and appeared John James Staples Finden, merchant, of Bathurst aforesaid, and being duly sworn, states, that in consequence of the forcible removal of the cutter "Industry," by the commander of the French brig of war "Le Dunois," from Portendic (as detailed in the Protest herewith of Mr. J. Hughes, made at Goree, on the 28th of July instant), at a moment when she was taking in a cargo of gum, the after detention of the said cutter at Goree, and consequent loss of time previous to her return to Portendic to resume her lading, having caused an unavoidable detention of the brig "Elizabeth," of and from London, considerably beyond her lay days, the said brig "Elizabeth" waiting in the Port of Bathurst to receive the gum, for which the cutter "Industry" had been expressly despatched to Portendic; upwards of fifteen tons of which gum was on board the said cutter at the period of her forcible removal. The said John James Staples Finden declares, that if the cutter "Industry" had not been thus forcibly removed by the commander of the French brig of war "Le Dunois," but had been allowed uninterruptedly to pursue the purport of her voyage, that the said brig "Elizabeth" would have been enabled to complete her lading at this port quite within the stipulated lay days.

The said John James Staples Finden therefore claims indemnification from Lieutenant Charles Leveque, commander of the French brig of war "Le Dunois," Monsieur Pujol, Governor of Senegal, the Government of France, or whomsoever else it shall or may concern, in the full amount of all sums that shall or may be demanded by the charterers of the said brig "Elizabeth" of London, as demurrage against John James Staples Finden, for the said vessel.

The said John James Staples Finden further claims indemnification from the aforesaid Lieutenant Charles Leveque, commander of the French brig of war "Le Dunois," Monsieur Pujol, Governor of Senegal, the Government of France, or whomsoever else it shall or may concern, for the loss of the market in England; for if the said John James Staples Finden had not been deprived of the services of the cutter "Industry," by her forcible removal from Portendic, and after detention, as recited in the aforementioned Protest of Mr. John Hughes, dated Goree, 28th July, 1834, the said John James Staples Finden confidently asserts that his gum, which goes only now to England in the "Elizabeth," would have been the first in the English market, it would have arrived at a time when gum was realizing ninety-five pounds (95*l.*) sterling per ton; whereas, from the above-recited unwarrantable removal and detention of the cutter "Industry," by the commander of the French brig of war "Le Dunois," the gum must now arrive in England when the market is glutted with that article, and the price, in consequence, so greatly deteriorated as to render it impossible for appearer to name the extent of the indemnification he now seeks.

The said John James Staples Finden lays the foregoing claims to indemnification from Lieutenant Charles Leveque, commander of the French brig of war "Le Dunois," Monsieur Pujol, the Governor of Senegal, the Government of France, or whomsoever else it shall or may concern, exclusive of the claims laid by Mr. John Hughes, in his Protest made at Goree, on the 28th of July instant.

All of these acts being requested of me, the said notary public, I have granted these presents under my hand and seal of office, to serve and avail as occasion shall or may require.

(Signed) W. BISHOP, Notary Public.

John James Staples Finden, merchant, of Bathurst, mentioned in the following presents, maketh oath and saith that the contents and purport thereof are in every respect just and true.

(Signed) J. J. S. FINDEN.

Sworn before me at Bathurst, St. Mary's River, Gambia, this first day of September, 1834.

(Signed) W. BISHOP, Notary Public.

No. 2.

ACCOUNT of LOSS sustained in 1835.

EXTRACTS of LETTERS in support of the same.

From John James Staples Finden to Robert Harrison.

St. Mary's, November 19th, 1834.

I MENTIONED in my last, that I had sent to Senegal to purchase bafts, to enable the cutter to return again to Portendic, but failed in doing so, the article being at the time

very scarce and dear, viz., 5½ p. piece; notwithstanding I sent her away with all I could muster, but she arrived too late, and we consequently did nothing. Bas de fleuve gum is now very scarce in Senegal, and you will receive no quantity in your market till the period I mentioned in my last. I trust this will be with you in time to admit of your sending me, by the vessel from Bristol, 50 bales of good D. 2. D.M. Bafts, to enable me to trade there also. I think there is very little doubt of succeeding, more particularly as there is no chance of peace being made between the Moors and the French.

In expectation of doing something at Portendic, in February next, and without interfering with the Leeward trade, and as the "Industry" is not sufficient, I have been induced to purchase another vessel.

(For this vessel, although it cost 450*l.*, no claim is made.)

St. Mary's, January 26, 1835.

I am sorry to inform you that our Governor has been officially informed by the French Government that Portendic will be blockaded, and will commence on the 14th next month, but I hope, by the "Sterling," to be enabled to give you further particulars on this head. The communication was made only three or four days back.

St. Mary's, February 2, 1835.

A few days back, our Governor received an official communication from the Governor of Senegal, announcing Portendic to be in a state of blockade, from the 14th of this month. I send you an exact copy of the Proclamation, which in all our opinions, we believe to be a piece of finesse on the part of the French Government, as our Governor has received no advices whatever from his Government on the subject. We have addressed a letter of remonstrance to him. If our Government have not sanctioned the blockade, something will be done there; in my opinion, about the middle of April will be soon enough to send, and I trust I shall be provided with bafts to enable me to participate in the trade.

ACCOUNT OF LOSS sustained in the year 1835, by Robert Harrison, in consequence of the stoppage of the Gum Trade at Portendic, by the French blockade.

	£	*s.*	*d.*
9000 pieces of bafts would have produced on an average, after deducting expenses, each 63lbs. gum, netting 43*s.* Vide Calculation appended to Forster's and Smith's claim	19,350	0	0
Less cost of 9000 pieces of bafts, 13*s.*, and expenses 2*s.*	6,750	0	0
	12,600	0	0
Add cost of 150 Bordeaux corn, part of a quantity provided for the gum trade, and totally lost by effects of climate	150	0	0
Errors excepted.	£12,750	0	0

London, November 9th, 1836. ROBERT HARRISON.

57, Fenchurch Street, London, October 24, 1836.

The Undersigned, sworn brokers of the City of London, at the request of Messrs. Forster and Smith, merchants, hereby certify that the market price of Gum Senegal of merchantable quality, in the autumn of 1834, say, from the 4th September to 1st November, ranged from 82*s.* 6*d.* and 90*s.* per cwt., duty paid, averaging during that period 80*s.* per cwt., in bond.

And that the same article was sold in the London market, from 31st July to the end of the year 1835, at from 90*s.* and 100*s.* per cwt., duty paid, giving an average of at least 90*s.* per cwt., in bond.

(Signed) JOHNSON & RENNY.

I, John Newton, Notary Public, by royal authority admitted and sworn, dwelling and practising in London, do hereby certify and attest unto all whom it shall or may concern, that on the day of the date hereof, before me, the said notary, appeared Mr. Andrew Johnson, of No. 57, Fenchurch Street, in the City of London, sworn broker, a person well known in this city as worthy of full faith and credit, and acknowledged that the signature "Johnson and Renny," set and subscribed at foot of the foregoing certificate, was his proper hand writing, and that the statements made in the said certificate were true and correct in every particular. Whereof an act being required, I, the said notary, have granted these presents, under my notarial firm and seal of office, to serve and avail as occasion shall or may require. Thus done and passed in London, this 27th day of October, in the year of our Lord one thousand, eight hundred and thirty-six.

In testimonium veritatis,

(L. S.) JOHN NEWTON, Notary Public.

Nous, Consul-Général de France, en Angleterre, certifions que la signature qui précède est véritablement celle de Mr. John Newton, Notaire Public à Londres, et que foi droit y être ajouté, Londres, le vingt-sept Octobre, mil, huit cent trente-six.

(Signé) DURANT ST. ANDRE.

No. 3326. Reçu dix shillings, Oct. 15.

Par Mr. Le Consul-Général,
(Signé) NELLEMENT, Chancelier.

[For translation, see page 327.]

On this 12th day of November, in the year of our Lord one thousand, eight hundred and thirty-six, before me, John Newton, notary public, by royal authority admitted and sworn, dwelling and practising in London, and witnesses personally appeared Robert Harrison, No. 18, Philpot Lane, London, aforesaid, merchant, who solemnly and sincerely declared that he has had an establishment at St. Mary's, Bathurst, in the River Gambia, since the year one thousand eight hundred and thirty-one, conducted by Mr. John James Staples Finden; that he, the appearer, has regularly imported Gum Senegal to a large amount every year since the said year one thousand eight hundred and thirty-one; that he participated in the Gum Trade at Portendic as soon as it was opened in that year one thousand eight hundred and thirty-four; that at the end of the year he purchased an additional vessel, called the "Chance," for the express purpose of carrying on trade at Portendic in the year one thousand eight hundred and thirty-five. And that he, the appearer, fully believes that if the Bay of Portendic had not been blockaded by the French authorities in the said year one thousand eight hundred and thirty-five, nine thousand pieces of bafts is a moderate estimate of what would have been his scale of operations that year at Portendic aforesaid. And the said appearer further declared, that he made the said declaration conscientiously believing the same to be true, and by the virtue of the provisions of an Act made and passed in the sixth year of the reign of His present Majesty, intituled "An Act to repeal an Act of the present Session of Parliament, intituled 'An Act for the more effectual abolition of Oaths and Affirmations taken and made in the various departments of the State, and to substitute Declarations in lieu thereof, and for the more entire suppression of voluntary and extra-judicial Oaths and Affirmations, and to make other provisions for the abolition of unnecessary Oaths.'" Whereof an Act being required, I, the said notary, have granted these presents under my notarial firm and seal of office to serve or avail as occasion shall or may require. Thus done and passed in London aforesaid, the day, month, and year first before written, in presence of the witnesses hereunto subscribed.

Witnesses. Francis James Gotobed, (Signed) ROBERT HARRISON.
(Signed) Thomas Meredith.

In testimonium veritatis,
(L. S.) (Signed) JOHN NEWTON, Notary Public.

On this 12th day of November, in the year of Lord, one thousand, eight hundred and thirty-six, before me, John Newton, notary public, by royal authority admitted and sworn, dwelling and practising in London, and witnesses, personally appeared Robert Harrison, of No. 18, Philpot Lane, merchant, who solemnly and sincerely declared that the whole of the facts and circumstances stated and set forth in the claims of the said Robert Harrison, and the several documents in support thereof hereunto respectively prefixed, are in every particular correct and just according to the best of his judgment, knowledge and belief. And the said appearer further declared, that he made the said declaration conscientiously believing the same to be true, and by virtue of the provisions of an Act made and passed in the sixth year of the reign of His present Majesty, intituled "An Act to repeal an Act of the present Session of Parliament, intituled 'An Act for the more effectual abolition of Oaths and Affirmations taken and made in the various departments of the State, and to substitute Declarations in lieu thereof, and for the more entire suppression of voluntary and extra-judicial Oaths and Affidavits, and to make other provisions for the abolition of unnecessary Oaths.'" Whereof an Act being required, I, the the said notary, have granted these presents under my notarial firm and seal of office, serve and avail as occasion shall or may require. Thus done and passed in London as aforesaid, the day, month and year first before written, in presence of the witnesses hereunto subscribed.

Witnesses. Francis James Gotobed, (Signed) ROBERT HARRISON.
(Signed) Thomas Meredith.

In testimonium veritatis,
(L. S.) (Signed) JOHN NEWTON, Notary Public.

Inclosure 4 in No. 1.

Messrs. Redman, Harrison, and Forster and Smith, to Viscount Palmerston.

My Lord, *London, April* 6, 1836.

SINCE we had the honour of addressing your Lordship with reference to our claims upon the Government of France, for the compensation due to us in consequence of the interference of its agents with the regular course of our trade at Portendic, we have received fresh evidence upon some material points, which we now take leave to submit to your consideration.

The indemnity which we seek rests upon this proposition, that the interference of which we complain, was a direct violation of the right of trade at Portendic, which we enjoyed under the Eleventh Article of the Treaty of 1783. The French authorities admit the right, but have contended that we could exercise it only in vessels always kept under sail; and that, during the period they were at war with the Trazars, they had a higher right as belligerents, to place the coast of Portendic under blockade, and thus to suspend the effect of that stipulation of the Treaty in our favour. With respect to the first of these objections, we understand it to be abandoned altogether as untenable, and that compensation is to be given us for the injury done to our trade at Portendic, by the attempt which was made to establish that absurd doctrine. With reference to the right of blockade assumed by the French, that right would depend upon several circumstances; in the first place it must appear that the coast so placed in a state of blockade was the proper territory of the Trazar tribe of Moors, with whom alone the French admit they were in dispute during the period when the blockade was established.

Looking back to the history of the coast in question, as related by M. Durand,* we find that in the year 1758, a British force took possession of Senegal and its dependencies, which for upwards of a century previous to that period had been chiefly held by the French. The British continued to retain these territories until the year 1779, when they were ceded to the French, to whom the possession of the River Senegal and its dependencies, with the Forts of St. Louis, Podor, Galam, Arguin, and Portendic, were guaranteed by His Britannic Majesty under the Ninth Article of the Treaty of Peace concluded between Great Britain and France in the year 1783.

The Eleventh Article of that Treaty contains a specific provision for the future regulation of the gum trade. It stipulates that, "as to the Gum trade, the English shall have the liberty of carrying it on, from the mouth of the River St. John to the bay and fort of Portendic inclusively, provided that they shall not form any permanent settlement, of what nature soever, in the said River St. John, upon the coast, or in the Bay of Portendic."

It would appear from this Treaty, that the coast in question was dealt with by the contracting parties, under the impression that it should thenceforth be considered as territory belonging to France, and that as the British Government has never been called upon to fulfil its guarantee, we might be justified in assuming the fact to be so, were it not a circumstance peculiar to European settlements on the African coast, that the possession of a fort does not always imply possession of a territory adjoining it.

On the right bank of the River Senegal commences that vast solitude which extends from Galam in the East, to the Atlantic in the West; and from the Senegal in the South, to Morocco in the North. This sea of sand, known under the name of the "Great Desert of Sahara," is inhabited by numerous tribes of Moors, who recognize the Emperor of Morocco as their supreme Sovereign. (Durand, vol. i., p. 260.)

Considering the very nature of that immense waste, and considering especially that no such thing as a stationary settlement of the Trazar tribe is to be found within one hundred miles of Portendic, it does appear at once

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* On the 31st of January, 1785, Royal authority was given for the establishment of a gum company, consisting of several French merchants, for the purpose of carrying on the trade in that article with the Moorish tribes in the neighbourhood of the Senegal. M. Jean Baptiste Durand was appointed the first Director of this Company. He arrived at St. Louis in April, 1785, and remained in Senegal until July, 1786. He never travelled further into the interior than from St. Louis to Galam, by the left or southern bank of the River Senegal. He published, at Paris, in 1802, a work in two volumes, entitled "Voyage au Sénégal, ou Mémoires historiques, philosophiques, et politiques, sur les découvertes, les établissemens et le commerce des Européens dans les mers de l'Océan Atlantique, depuis le Cap Blanc jusqu'à la Rivière de Sierra Léone inclusivement, &c., &c."

a strong assertion to say that the coast in question belongs to that people, to the absolute exclusion of any other of the tribes who live in the Desert. The chief place of abode of the Trazars is the gum forest of Sahel. There they remain encamped during the season when the gum is to be collected; and when the harvest is disposed of, they usually wander, being a pastoral race, with their herds and flocks towards the Senegal.

The Moorish tribes, it is well known, have no idea of personal property in land. Each tribe moving together for self-defence, is habituated to a particular part of the Desert, which it looks upon, by custom, as its own place of residence during the greatest part of the year. Whether that place be a forest or a pasture, it is considered as appertaining, by the fact of location, to the whole tribe; but beyond that spot, and especially over any tract of mere sandy territory, such as is the whole tract between Sahel and the Atlantic, the Moorish tribes are ignorant of the idea of appropriation of the soil, in any sense of that term which is known to the international laws of Europe. If the soil of the Great Desert could be supposed to be held as property, by any title upon which civilized jurisprudence could operate, undoubtedly the title of the Emperor of Morocco is superior to that of any other chieftain throughout the whole of Sahara; and as the sea coast on account of the wrecks which occur there, and the profit thus accruing to the lord of the soil, would be especially claimed by the supreme Sovereign as his own, it would seem that the coast of Portendic, if it belongs legally to any Sovereign at all, belongs in truth not to the King of Sahel, but to the Emperor of Morocco.

M. Durand expressly states (vol. i. p. 2), "that the natives upon the coast are subjects of the King of Morocco." "They look," he adds, "upon shipwrecked vessels as presents from heaven; they plunder them, and reduce to the most dreadful state of slavery every man cast upon their coast. No hope remains for the escape of such captives, unless a strong representation be made to the King of Morocco, who in that case causes the slaves, if he can discover them, to be given up, upon condition, however, of the payment of a ransom, generally considerable in its amount. We have several examples of the payment of this ransom by the King of Morocco himself, who has, by such acts, occasionally endeavoured to conciliate the friendship of the French Government, and the latter has not been slow in acknowledging his kindness. Sometimes these barbarians, in order to avoid the demands of the King of Morocco, and to evade his orders, withdraw into the Desert most difficult of access, taking with them their captives, upon whom they feel a pleasure in inflicting the most cruel torture."

In point of fact, during the contests, and they were many and sanguinary, which took place during the seventeenth and eighteenth centuries between the forces of several European nations, for the possession of Arguin and Portendic, we never meet with the name of the Trazar people as engaged on either side, or as claiming any right to the coast in question. M. Durand gives a long account of the wreck on that coast, in the year 1785, of the "St. Catherine," a French ship bound for the Senegal. The passengers and crew succeeded in reaching the shore, where they were soon after captured by the natives. A priest was present, of the tribe of Labdesseba; but although this man was well acquainted with Alikouri, the King of the Trazars, and had the strongest motives that could operate upon his mind for claiming the plunder of the wreck, as well as the persons of the passengers and crew, as the property of that King, it does not appear that he ever once mentioned Alikouri's name. The tribe which appears to have acted the most conspicuous part on that occasion was that of the Ouadelins—the principal captive, M. de Brisson, having claimed the protection of the priest, whom he had seen at Senegal with Alikouri some years before, was carried by the priest into the interior of the country. The sheriff of the Trazar tribe happening to visit the place, recognised M. de Brisson, whom he had previously known. Though anxious to serve the captive, he made no claim to him in the name of Alikouri. The priest's brother-in-law subsequently bought M. de Brisson for five camels, took him to Morocco, and delivered him up to the Emperor, whom he, the purchaser, especially acknowledged as his royal master. The Emperor made use of words implying his title to the country where M. de Brisson was captured, but regretted that he had no means of enforcing his orders at so great a distance.

We now come to the evidence of Mr. John Rendall, upon the point under

consideration. This gentleman, the brother of the present Governor of the British settlements in the Gambia, held the office of Commissary at Senegal, from the year 1812, that is to say, four years after Senegal and its dependencies had been reconquered by our arms from the French, down to the year 1818, when that settlement was restored to France under the general Treaty of Peace. He is intimately acquainted with the coast of Portendic, as he visited it frequently, not only during the period when he held the appointment of Commissary, but subsequently, from the year 1820 to the year 1835. He has no interest whatever in the claims now made against the French Government; and besides, being a gentleman of great intelligence, he is highly respected by all those who know him, for the perfect integrity of his character, of which indeed the confidential office he held for so many years may be deemed a sufficient testimony.

Mr. John Rendall states that his occupations as Commissary at Senegal brought him repeatedly into contact with the neighbouring Moorish tribes, as the customs paid to them by the British Government, in occupation of Senegal, passed through his hands. These customs or presents were paid, as he states, in compliance with Treaties concluded at different periods between our Government and those tribes, with a view to secure a good understanding with them, to induce them to trade with British subjects, and to afford protection to such subjects while engaged in carrying on their business at any distance from the forts. He declares that he always understood the coast of Portendic to be territory altogether distinct from that of the Trazars, and that the natives of the coast, are the Ouadeleins, who live principally by fishing, and by assisting the tribes of the interior in the seasons to carry parcels of gum through the heavy surf which generally prevails on that shore, to the vessels engaged in traffic with the Moors. Mr. Rendall describes the Ouadeleins as easily distinguishable by their dress and general appearance from the Trazars, the former being more meanly apparelled, and much less regular in their habits. He adds that the Ouadeleins claim all wrecks on the coast as their own, a claim which we have just seen they enforced with great violence in the case of M. de Brisson and his unfortunate companions; and that whenever the Trazars ventured down to the coast with gum, they were always strongly armed, for the purpose chiefly of protecting their property from the Ouadeleins, who might otherwise take possession of it. The Ouadeleins live in tents formed of hair mats, and pitch their encampments from time to time along the whole coast from Cape Blanc down to Canar, to the south of Portendic.

In the year 1816, a circumstance occurred, which will be found fully detailed in Mr. Rendall's deposition. It appears that in the July of that year, a French frigate the "Medusa," bound for the Senegal, was wrecked on the bank of Arguin. The passengers and crew effected their escape to the shore of Portendic; and as soon as the intelligence reached St. Louis, where Mr. Rendall then was, the British authorities dispatched three priests to Portendic, to afford protection to the French, and to guide them overland to the Senegal. This precaution was deemed necessary, because the Ouadeleins were not then upon terms of friendship with the British. The priests were dispatched from St. Louis, under the hope that their sacred character would be sufficient to ensure them respect; but Mr. Rendall affirms, that if the British authorities had conceived that the coast was Trazar territory, they would have at once dispatched a messenger to the King of that tribe, with whom they were connected by the most amicable relations, requesting him to send down an armed force to the coast, as the most effectual mode of securing the passengers and crew of the "Medusa" from ill-treatment during their journey to the Senegal.

The priests, who were members of three different tribes, succeeded in conducting the whole of the French to St. Louis; fortunately on the way they did not meet with the Ouadeleins, who would undoubtedly, according to their custom, have laid violent hands on the strangers, have carried them into their interior, and would have detained them until a ransom should be paid for them, as the Ouadeleins would consider them as their lawful captives.

When the King of the Trazars heard of the wreck, and of the people who were saved from it, he claimed salvage for each person so saved. He first claimed it from the British Governor of Senegal, before it was delivered up to the French, who refused it upon the distinct ground that the coast of Por-

tendic was not Trazar territory. He then made a similar claim upon Colonel Schmaltz, the French Governor of Senegal, who was one of those who had been wrecked in the "Medusa;" but Colonel Schmaltz also refused to pay any salvage to the King of the Trazars, and expressly founded his refusal upon the ground that the coast in question was not within the jurisdiction of that Sovereign.

We might safely rest our case upon this testimony; but there is another class of evidence, wholly French in its origin, of an official and solemn character, which corroborates the statement of Mr. Rendall.

In the year 1785 M. Durand negotiated a treaty with the chiefs of the tribe of Marabouts of Armankour, the First Article of which is as follows: "The Marabouts of Armankour, by reason of the particular affection which they entertained, and always will entertain, for the French; and moreover, in consequence of the obligations of the present Treaty, swear and promise never to have, directly or indirectly, any communication with the English; they further swear and promise to employ all practicable means to intercept and totally to suppress the trade which the English might otherwise be enabled to carry on at Portendic, whether with the Marabouts of Armankour themselves, or with any other tribe, or with individuals who should pass for that purpose through their territory. This promise of the Marabouts of Armankour refers not only to the trade in gum, but also to every other trade, from which they understand, resolve, and promise that they shall exclude the English." This Treaty is dated at St. Louis, 2nd May, 1785. It is signed by M. Durand, as director-general of a French privileged commercial company, established for the purpose of trading with the Moors, and also by M. Repentigny, then Governor of Senegal.

The same parties concluded another treaty at the same place, on the 10th day of May, in the same year, with Hamet Mocktard, the King of the Bracknas, the Third Article of which is framed, *mutatis mutandis*, in terms similar to those of the Article just cited from the Treaty with the Marabouts of Armankour; and on the 20th of July, 1785, a treaty was concluded by M. Durand and M. Repentigny, at the same place, with Alikouri, King of the Trazars, the Fourth Article of which is couched in precisely the same form of language, *mutatis mutandis*, as the two Articles above mentioned. Thus the chieftains of each of the three tribes stipulate, as far as they are able, to suppress the British trade at Portendic. This obligation they contract in terms which imply no greater authority at that place, on the part of the King of the Trazars than on the part of the chiefs of the Marabouts of Armankour, or of the King of the Bracknas. It would even appear, from the periods at which the three Treaties were signed, that M. Durand attached more local influence at Portendic to the Marabouts and Bracknas than to the Trazars; inasmuch as the Treaties with the heads of these tribes are signed within a few days of each other, in the early part of May, when the trade in gum commences on the coast; whereas the Treaty with the King of the Trazars was not concluded until the latter part of July, when the gum trade is very generally over for the season. Had the coast been exclusively Trazar, the Treaty would naturally have been exclusively also with the King of that tribe, who alone could upon that hypothesis be recognised as possessing the power of carrying into effect the stipulation for suppressing the English trade at Portendic. But here are the heads of two other tribes binding themselves not merely to intercept any gum passing through their respective territories in the direction of Portendic, but absolutely to suppress at Portendic itself the English trade. It must be obvious to your Lordship, that these three separate treaties between the French Gum Company, the Governor of Senegal, and the three tribes who are parties to them, are consistent only with a coequal claim on the part of these tribes, not only to trade at Portendic, but to exercise at that place sovereign authority; and that those conventions are absolutely incompatible with anything like a right of exclusive control at Portendic, on the part of the King of the Trazars.

Mr. Isaacs states, that he repaired to the coast in question on the 11th of May, 1834, and remained there until the 19th of June; that he returned thither on the 28th of July, 1834, and remained there until the 31st of August, his sole object being to obtain information concerning the trade of that part of Africa. During the two months Mr. Isaacs spent on the coast, he was conti-

nually in communication with the Moors. Upon his first arrival, he found the whole line of coast, from the Bay of Arguin to Portendic, uninhabited except by fifteen Moors, who had just arrived, and were building a few temporary huts at Portendic. These Moors stated that they were of the tribe of Holad-ou-Bisba, the same undoubtedly as those whom we have hitherto designated Ouladeins, as the term Holad shows: Mr. Isaacs took them into his service. The chief of the tribe soon after arrived, and arranged with that gentleman for the annual customs. Then came the chiefs of four other tribes, amongst whom were the Trazars, with a number of their people, and several camels laden with gum. "From the situation," says Mr. Isaacs, "of the numerous tribes of Moors that visit Portendic, and their mode of conducting the gum trade, the trader is obliged to note the head man or chief of each tribe, which enables me to state positively the number and names of the different tribes that I have traded with at the Bay of Portendic."

He then enumerates various tribes with whom he had himself traded for gum at Portendic, and gives the names of other tribes who, he was informed, frequented the coast for the purpose of carrying on the same trade. In fact, he adds, "the circumstance of Portendic being the only place where vessels can approach with safety, along the whole line of coast from Mogadore to the River Senegal, and the natives inhabiting that vast tract of country having no other outlet (except Senegal) for their produce, is sufficient to prove that an immense number of tribes must visit Portendic for the purpose of trade."

The French authorities indeed, since this discussion began, have produced the evidence of several persons resident at Senegal, and also of natives of the Desert, to show that the King of the Trazars is the rightful Sovereign of the Portendic coast. As most of their depositions are drawn up in very nearly the same form of words, we may take one of them as a specimen of the others. Victor Caler, for instance, a Doctor of Medicine, states it to be "notorious that the coast of Portendic and the River St. John make part of the territory of the King of the Trazars; that it is this King and his Princess who receive the customs paid for trading in these places; that tribes dependent on the King of the Trazars are those alone who frequent these places with a view to carry on the gum trade, excepting indeed in the very rare case when war exists between Senegal and King of the Bracknas, and when the Factory of the Coq, the only one which the Senegal has for trade with the Bracknas, being shut, they have no other outlet for their trade than Portendic; thither, therefore, during such war they carry their gum, with the consent of the King of the Trazars, and upon paying him customs."

The evidence of Mr. Rendall clearly shows that at all events the alleged ownership of the Trazars was not "notorious," as he had always understood the contrary. The evidence of Mr. Isaacs shows, that customs are usually paid to the head man of each tribe, and that he himself knew of such customs being paid to other chieftains, as well as to the King of the Trazars. The Treaties entered into by M. Durand and M. Repentigny demonstrate the fact that not only the Bracknas, but the Marabouts of Armankour, and several other tribes, had been accustomed to trade at Portendic; otherwise why were treaties made to prevent them from trading there any longer; and if it be true that all the tribes who traded at Portendic were dependent upon the King of the Trazars, and acknowledged that dependence by paying their customs, how happens it that no provision was made in the Treaty with that King for indemnifying him against the extensive losses he would have incurred by suppressing the gum trade at Portendic, and allowing it to be transferred to the factories at the Senegal, not one of which was within his dominions? We ask further, how the refusal of the French authorities to pay salvage to the King of the Trazars for the Frenchmen wrecked upon that coast, in the case of the "Medusa"—a refusal based upon the ground that the coast was not Trazar territory, can be reconciled with the evidence of M. Caler?

This gentleman, and several of the other witnesses whose evidence was taken at St. Louis, speak of the Factory of Coq as the one at which the Bracknas are accustomed to trade on the Senegal. Now M. Durand states (vol. i. p. 265) that this very Factory of Coq was exclusively reserved for the Trazar trade, and that the Brackna Factory was Terrerouge, near Podor.

M. Caler further states, that when in case of war with the Senegal, the Bracknas are obliged to carry their gum to Portendic, they are obliged to pay customs to the King of the Trazars for permission to trade at that place, and

upon this assumption, as well as upon the admitted fact, that we have also paid customs at Portendic to the Trazar King, the French authorities contend that the customs are a local impost, and therefore a proof of local sovereign jurisdiction and authority. The Treaty entered into by M. Durand with the King of the Trazars, furnishes an answer to this argument; that Treaty contains an Article (Art. XX.), nothing equivalent to which is to be found in either of the two other treaties; it is to the following effect:—

"It is moreover understood and settled, that if the company should not find convenient positions within the territory of Alikoury, for the establishment of one or of several factories, and that such a favourable position should present itself in any territory adjoining it, even though dependent on another King, the conditions of the present Treaty shall nevertheless subsist to their full extent, so that the gum and other articles, the produce of the country of Alikoury, shall be conveyed to the factory or factories adjoining his territory, without the company being therefore exonerated from the payment of the customs agreed upon in the present Treaty, which customs cannot cease to have effect, and to be augmented in favour of Alikoury, whenever he shall furnish from his own country the same articles of trade which it now yields."

It is therefore manifest, from the mode in which the French themselves carry on their trade with the Moors, that the customs are paid to the chiefs of the tribes, not as an acknowledgment of local jurisdiction and control on the part of such chiefs in any given portion of the Desert, but as a consideration to induce them to prefer trading with French agents, rather than with those of any other European nation.

It is moreover in evidence, that British traders at Portendic usually pay customs to the chiefs of other tribes, as well as to the King of the Trazars; from which it would follow, if these customs were payable as local dues, that the coast in question would be a species of common property, belonging not to the Trazars alone, but to no less than, at the very least, ten other tribes.

A M. Lamotte who describes himself as a merchant of St. Louis, has deposed "that the Trazars are the only Moorish tribes who frequent the coast of Portendic, and there employ themselves in the gum trade. The very Treaties of M. Durand, already so often alluded to, show that this assertion is wholly devoid of truth."

It follows, therefore, from what has been stated, that unless the French were at war with the Emperor of Morocco, as well as with all the inhabitants of the Desert of Sahara, they could have no lawful right to place the Portendic coast under blockade. But they admit that they were engaged in hostilities only against the Trazars. If they have a right therefore to blockade it as Trazar territory, they might with equal justice claim to exercise the same right, if they were at war with the Emperor of Morocco, or with the Ouladeins, or the Labdessebas, or the Bracknas, or the Marabouts of Armankour. They might in this manner never want a pretext for excluding our trade at Portendic, and so render the Eleventh Article of the Treaty of 1783 a mere delusion.

Having now, as we apprehend, satisfactorily proved that the coast of Portendic is not Trazar territory, and the French authorities not having alleged that it is territory appertaining to France, we submit that the onus lies upon the other side to show, upon what ground they can justify the blockade of a neutral coast, to which we had not merely the ordinary right of access exercised indiscriminately by merchants of all countries lawfully pursuing their trade; but a special and privileged right guaranteed to us, and forming one of the conditions of the Treaty under which the French at this moment hold possession of the Senegal and its dependencies. Your Lordship, as the protector of British interests, in the conflicts which occasionally occur between them and those of foreign rivals, will, we are confident, require a case of overwhelming necessity to be made out before you can sanction the rule, that a belligerent can, whenever he chooses, place under blockade, not only the coast of the people with whom he is at war, but also every other coast, whether hostile or neutral, from which he may be desirous of excluding the commerce of every competitor whomsoever.

Now if it should turn out to be the fact, that during the very period when British traders were excluded from Portendic by the interruption of French ships of war, the Senegal, from which we are shut out by Treaty, still

remained open to the trade of French subjects; and if it should be shown that during the period in question, the French actually continued to carry on their trade, not only with the Marabouts and Bracknas, the friends and allies of the Trazars, but also with the Trazars themselves, we conceive that you can have no difficulty in coming to the conclusion, that the acts of violence, and the blockade of which we complain, had no *bonâ fide* belligerent object in view, but were solely intended to suppress for ever British trade at Portendic, and to nullify the stipulation in the Treaty of 1783, by which that trade was solemnly guaranteed.

In order to show the animus with which the whole of these proceedings were conducted, we shall take leave to call your Lordship's attention to the general principles upon which the French have uniformly endeavoured to carry on their trade with the Moors of the Desert. In consequence of the discoveries alleged to have been made by their early navigators, the French claimed originally an exclusive right of trade on the western coast of Africa, from Cape Blanc to the river of Sierra Leone, and thence even to the Cape of Good Hope. They exerted themselves, with various fortune, from time to time to maintain this assumed priority of right by force of arms; they raised on the coasts forts, factories, and establishments of every kind, through the instrumentality of different commercial associations, to which the crown successively granted the privilege of trading within certain limits.

The Senegal was always the favourite resort of the French merchants, whether as individuals, or combined together in private or public companies. In the year 1717, a powerful association was formed, called the Mississippi Company, under whose auspices forts were constructed at the Isle of St. Louis, at Podor, Felamé, and Galam in the Senegal. During an enterprising and prosperous career of nearly half a century, they formed several establishments in the interior of the country, and on the coast, particularly at Arguin and Portendic.

The possession of Portendic, where the Dutch were the first to erect a fort, has been frequently disputed with the most violent hostility, by the Dutch, the Portuguese, the English, and the French; and it is observable that in all these contests the Moors of the coast took part more or less, but that the Trazars, dwelling chiefly in the gum forests, do not appear to have interfered on any one of these occasions, or to have asserted any claim to the coast or its neighbouring territory, or indeed to have appeared there at all, under any pretence whatever, while these conflicts were going on; conflicts which commenced in the early part of the seventeenth century, and did not terminate until the last general peace. The natives who took a part in these hostilities, are designated by M. Durand generally as the Moors of Africa, and its neighbourhood.

M. Durand states (vol. I. p. 34), that the main object of all the efforts made by foreign nations to establish themselves either at Arguin or Portendic, was to participate in the trade in gum, which the French, who had firmly fixed themselves in the Senegal, endeavoured to concentrate at their factories on that river. "The complete exclusion of foreigners," says M. Durand, "was of the more importance to the French, as the Moors never failed to avail themselves of the competition, in order to raise the price of gum."

"The trade in gum with Moors was in fact the principal object of attention in those latitudes, the gum forests being situated at the distance of about one hundred miles from the coast. These forests are situated at about an equal distance from the Senegal, that is to say about forty leagues. They are distant, each forest from the other, about ten leagues. The first is called Sahal; the second, which is more considerable, Lebier; and the third, Afatack. There are, besides, several gum woods detached from these forests, in different parts of Senegal."

"The gum is but the superabundance of the sap (p. 263) of the tree. There are two gum harvests every year: the first, which is the most abundant, takes place in the month of December. This harvest is the best; inasmuch as the rains, which have just ceased, have moistened the earth; by that moisture the sap is rendered more plentiful, and the heat of the sun has had time to perfect the gum without drying it.

The second harvest occurs in the month of March: it is less productive, and its produce is of an inferior quality: the heats are then more violent, and it is necessary to have recourse to incisions in the tree, to obtain a gum less excellent, and less abundant.

"Our trade," says M. Durand, "amounts at present (1802) from twelve to fifteen hundred thousand pounds in weight, a year. We might raise it to two millions of pounds had it not been for the competition of the English at Portendic." (Vol. i. p. 264.)

"The price of gum is uniformly regulated by the greater or less number of bafts which it costs; it varies every year; and this variation is less the result of more or less abundant harvests than of the competition of purchasers. This competition was such last year, that the traders lost from 50 to 100 per cent. of the usual profits upon their enterprises.

"In my time, 1785-6, the price of the quantar, weighing two thousand four hundred pounds, was fixed at ten pieces of baft; it was afterwards raised to fifty, and even to sixty pieces, and it will go to a hundred, and perhaps more; the Moors in fact, will ruin the French, if Government does not prevent the destructive consequence of competition. It turns out only to the profit of the Moors, who retire to their deserts and rejoice in our disasters." (Vol. I. p. 264-5.)

"The gum, in time of peace, ought to cost, on the spot, from 15 to 20 sous the pound; and ought to sell in France at from 40 to 45 sous. This branch of trade may therefore be considered as producing an annual balance of three millions." (Vol. I. p. 265.)

After describing the different tribes who trade in gum, M. Durand proceeds: "During my residence, I made with three of those tribes Treaties of Commerce, which will be found in my Atlas. My principal object was to divert them from the route of Portendic, in order to attract them entirely towards the Senegal. The competition of the English at the place from which I wished to divert them, did us considerable damage; the English took away from us, annually, from 500,000 to 600,000 pounds of gum, and made us pay very dearly for that which we procured at our own establishments. I have already said it, by leaving to the English the right of trading freely at Portendic, the most destructive blow was struck at our commerce." (Vol. I. p. 266-7.)

"The English nation," continues M. Durand (vol. I. p. 389), "more skilful, more economical than we are, endeavours to supplant us. She will not have the liberty of establishing herself on the Senegal; but the goods in which she trades are so much superior to ours, that she will always have the advantage of us.

"I have already said it, and I repeat it, it was in consequence of profound ignorance of the African trade, that the French Ministry permitted, under the old régime, English trade to be carried on at Portendic. It furnishes our rivals with the means of disturbing and of considerably diminishing our commerce.

"The situation of Portendic has this invaluable advantage, that it is adjacent to the whole of the country in which the gum is collected; and being sufficiently good politicians to send thither every year, the English attract the trade to that port, take away from us considerable part of the gum, and make us pay very dearly for that which we procure on the Senegal. Their presence is troublesome to us, it essentially injures our operations.

"A privileged company," for the establishment of which M. Durand argues at length, "will have the effect of counteracting English competition, of impairing and destroying the trade of Portendic. Free trade will not produce this effect, because the establishments in the interior and on the banks of the Senegal, cannot be conducted in that spirit of union which is indispensable for the purpose of checking and overthrowing the English trade.

"A privileged company cannot fail to establish a factory or temporary watch forts at Portendic; but this establishment can only have one particular object in view; it will serve as a barrier to the further progress of the English: our aim should be less to trade there than to drive back the trade into the interior, and to the banks of the River Senegal.

"Portendic is the only point on the coast at which the English can molest our trade. Nature secures us at all other points. We are so happily situated that we should then have no further fear of such interlopers.

"A privileged company will incessantly watch over the movements of the English at Portendic; it is by no means impossible to drive them away from it, and it is to this point that must necessarily be directed all our relations with the Moors." (Vol. I. p. 392.)

M. Durand, after citing certain articles of neutrality, proposed, in 1705, between the English company in the Gambia and the French company in the Senegal, expresses a wish (vol. i. p. 83) that, if possible, the French Government should, on any future occasion of the same kind, when it might be necessary for the English to apply for assistance against the natives, stipulate " for the formal renunciation, on the part of the English, of the power which they exercised to trade in gum at Portendic, concurrently with the French, a power, which he says, they, the English, did not then (1705) possess, and which he contends they ought not to retain, if they observed that Convention and restored things to their ancient footing. Without this addition, he thinks, the Convention gives all the advantage to the English, and that in order to be just it should be reciprocally beneficial."

These passages will perhaps be deemed sufficient evidence of the extremely jealous feelings with which British trade at Portendic has been long viewed in the Senegal. Commercial history furnishes no instance of bad faith so glaring as that which is recorded in the three Conventions entered into by M. Durand and the Governor of Senegal in 1785, with the view to deprive our trade of the benefits guaranteed to it by the Treaty of 1783. The same spirit of monopoly dictated a series of annoyances against our trade, after the restoration of the Senegal and its dependencies, under the Treaty of 1814; and although from that period down to the year 1834, British traders occasionally carried on intercourse with the Moors at Portendic, it was not until the latter year that any vigorous measures were taken to re-establish our communications with them upon an extensive and permanent footing. Down to that period the French had almost uniformly been successful in attracting to the Senegal the different tribes who traded in gum; and consequently the article passed through the hands of the French merchants at that settlement before it reached this country, leaving with them annual profits of a very considerable amount.

In the latter part of the year 1833, however, a war broke out between the French and the Trazars, in consequence of which it was apprehended, especially if the English trade at Portendic were to be re-opened, that the Trazars would abstain from sending to the Senegal their ordinary supply of gum. A partial interruption of the trade with the French speedily raised gum, which is very extensively used in the manufactures of this country, to a high price in our market, and our correspondents in the Gambia felt the necessity of attempting to re-open a direct trade in that article with the Moors themselves. Accordingly, in the spring of 1834, we sent out agents to the coast, under whose instructions we subsequently dispatched several vessels laden with assorted cargoes, suited to the wants and tastes of the Moors, who were in the habit of collecting gum in the forests. This proceeding of ours was looked upon with the greatest jealousy by the French authorities at Senegal; they threatened, so early as September, 1833, with a view to prevent our trade from being resumed at Portendic, to place the whole coast from Cape Blanc to the Senegal in a state of blockade. (Governor Rendall's despatch to the Secretary of the Colonies, 14th September, 1833.)

Your Lordship is already apprised of the acts of the French local authorities with reference to this subject. They first violently turned away our vessel from the coast, under the pretext that we could not trade there except under weigh—a pretext which clearly shows the commercial jealousy that pervaded the whole of their proceedings, and which had not in it even the shadow of a political object, such as could be justly alleged by a belligerent entitling them to interfere with the guaranteed rights of a neutral Power. Their purpose, as Governor Rendall very truly states in his despatch of the 18th of July, 1834, could not have been to prevent the Trazar Moors from obtaining supplies, as "the French still continued to carry on trade with the Bracknas, from whom the Trazars could procure anything they might require; their real design was to destroy the British trade at Portendic." They caused it even to be intimated to the King of the Trazars, that "the English could never again trade at Portendic, as the French had given them up Albreda in exchange." (Governor Rendall's despatch, 18th July, 1835.) A statement which we need not say was wholly destitute of foundation.

In the month of February, 1834, we were informed by Mr. Backhouse, that the French Minister of Marine had assured Lord Granville that there existed no intention on the part of the French Government to place the

port or roadstead of Portendic, or any other part of the neighbouring coast of Africa, under blockade. Upon the faith of this assurance we implicitly relied; and yet when our vessels appeared at Portendic, they were effectually prevented from carrying on trade with the Moors. The Governor of Senegal acknowledged (letter to Governor Rendall, 25th July, 1834) that these proceedings were conformable to his orders; but he took care that they should, at any cost, prevent us from enjoying the benefits of the gum trade season.

It is in evidence that we carried on no trade with any of the Moors in arms or munitions of war. (Letter of Governor Rendall to the Governor of Senegal, 12th of August, 1834.)

Notwithstanding the solemn assurance given by the French Government, that no intention existed of placing the coast in question under blockade, an assurance upon the faith of which we made extensive arrangements, with a view to renew our trade at Portendic, in the season of 1835 there appeared in the "Moniteur du Commerce" of the 9th of March of that year, after all our preparations for the trade had been concluded, and large cargoes of goods actually sent to the Gambia, a notification that the coast of Portendic was placed under effective blockade by French ships of war, on the 15th of February preceding.

The Governor of Senegal, in a letter to Governor Rendall, dated the 17th of January, 1835, states as follows:—"I do not keep out of sight that in this affair the Trazars are our sole enemies, and that it is only with reference to that tribe, and with a view to a speedy peace, that the blockade of Portendic has been decided upon."

Nevertheless, the notification of the blockade of Portendic was accompanied by no ordinance laying an embargo on French vessels trading in the Senegal, although if the blockade of Portendic had been purely of a belligerent political character, the one measure would have been just as indispensable to the acceleration of peace as the other.

The declaration of blockade sets out with stating the necessity of putting an end to the war with the Trazars. "If they be abandoned," says the document, "to their own proper resources, they will be speedily compelled to cease from a war which is ruinous to them, and manifestly injurious to the trade of Senegal. It is obvious to all persons," proceeds the Declaration, "that the commercial operations resumed by the subjects of His Britannic Majesty in the Bay of Portendic, in the course of the year 1834, have in effect procured for the enemies of Senegal, in exchange for their own produce, objects, whatever their nature may be, the protracted privation of which would lead them to solicit peace upon the just and reasonable terms which we should have granted to them."

Even if it should be contended that France had a right, by force of arms, to compel the Trazars to take all their gum to the Senegal, instead of sending it, or any portion of it, to Portendic; and that in the prosecution of this commercial object, they were justified in suspending the 11th Article of the Treaty of 1783, it must at least be admitted that this blockade was not a political, but, from the very terms in which it was declared, a commercial blockade; and that from the fact that the French trade in the Senegal, and especially at the Trazar depôt of Coq not having been at the same time interdicted, the real object was to secure a monopoly to the French trade during the season of 1835, as well as to exclude the British trade, not only during that season, but ever after.

The period when the blockade was laid, on the 15th of February, 1835, and the notification that it was to continue until two months after the conclusion of peace with the Trazars, clearly demonstrate that the commercial object alone was held in view, and not the vindication of French honour from any supposed insult, or the redress of French national rights for any unlawful injury.

It has been already stated to your Lordship, that in the month of October 1834, a commercial association was formed of French merchants resident at Senegal, for the purpose of putting down our trade at Portendic. The first Article of the Deed of Agreement signed by these parties states that the association was established for the purpose of carrying on the trade in gum at the Factory of Coq "during the war," and at the other usual stations on the

Senegal during peace, that factory being the station, as we have already observed, peculiarly set apart for the trade with the Trazars.

It appears from documents in our possession, that a contract was entered into on the 28th of December, 1834, between this association and the dealers in bafts at St. Louis, the 2nd Article of which stipulates as follows, "The price of a baft is fixed at 32 pounds of gum per piece, in case Portendic should not be blockaded, and at 36 pounds of gum per piece, in case Portendic should be blockaded by the French Government."

Here therefore is evidence to show that French merchants made preparations for carrying on the trade in gum with the Trazars in the River Senegal, at a period when it was intended that British traders should be prevented from carrying on a similar trade at Portendic.

Further, we have in our possession a letter from M. Valentin, a French merchant, dated St. Mary's, 20th March, 1835, giving an account of the establishment of this same association, for the purpose of carrying on the gum trade in the Senegal; calculations were formed of the greater profit that would accrue to the association during the period of the blockade, as that blockade would destroy English competition; and hence the price of bafts was fixed at a much higher rate than was usual at that place. "The blockade," says M. Valentin, who was one of the Directors of the Company, "established by the French Government, gives us reason to calculate on obtaining the gum collected by the Trazars, and upon the supposition of the harvest being an average one, we are entitled to expect that our association will bring back 1500 tons of gum from the three different factories on the river."

At the period when this letter was written, the blockade of the coast of Portendic was actually proclaimed, and effectively established. There is every reason to believe that during the existence of that blockade, so rigidly enforced against us, and so fraught with injury to our interests, the gum trade was actively pursued by French merchants in the Senegal with the Trazars, indirectly, as well as with the Marabouts and Bracknas. No prohibition whatever was issued by the French authorities against the continuance of the trade in the Senegal, to which none but French merchants have access. Therefore, looking to all the circumstances of this case, we are justified in concluding that the real and only object of the acts of violence committed against our trade at Portendic in 1834, and of the blockade of that coast in 1835, was to repel the Moorish traders in gum from Portendic to the Senegal, and thus to nullify the 11th Article of the Treaty of 1783, and also to secure by a new Treaty the future exclusive trade with the Trazars in the Senegal.

We submit consequently with great confidence to your Lordship, that the blockade of 1835 was not a blockade authorised in any respect by the law of nations; that, in the words of Sir W. Scott, "it was imposed for the purpose of maintaining a commercial monopoly for the private advantage of the State which laid it on; and that it was illegal and void from the very principle upon which it was founded.*" We presume that it was upon this ground that His Majesty's Government abstained from recognising this blockade, and took measures for raising it, if necessary, by superior force.

It becomes now the province of your Lordship to adopt such proceedings as you may deem most expedient, with a view to obtain from the French Government compensation for all the losses which we have sustained by reason of its unlawful aggressions upon our trade at Portendic, both in the years 1834 and 1835. We are perfectly convinced, from the earnest attention which you have already paid to this subject, and for which we hereby tender to your Lordship the expression of our sincere gratitude, that you will lose no time in procuring for us ample indemnity for the past, and inviolable security for the future. The character of the country, even if our own losses were unimportant, would alone demand the reparation of its honour, grievously lowered in the eyes of the Moors, by the most flagrant series of insults which one civilized State has perhaps ever attempted to offer to another.

We have, &c.,

(Signed) GEO. C. REDMAN.
FORSTER & SMITH.
ROBERT HARRISON.

* Edward's Admiralty Reports, p. 320.

APPENDIX.

DECLARATION of John Rendall, Esq., to prove the mode of trade, &c., with the Moorish tribes who frequent the bands of the River Senegal, &c., &c., &c.

ON the sixth day of April, in the year of our Lord, one thousand eight hundred and thirty-six, before me, John Newton, notary public, by royal authority admitted and sworn, dwelling and practising in London, and witnesses, personally appeared John Rendall, Esq., of No. 19, Leicester Square, London, who solemnly and sincerely declared that during a period of about seven years, commencing in the year one thousand eight hundred and twelve, and terminating in the year one thousand eight hundred and eighteen, he held the appointment of Commissary under His Majesty's Government of St. Louis in Senegal and the western coast of Africa, and that in consequence of Treaties entered into by His Majesty's Government with the Moorish tribes who frequent the banks of the River Senegal and its neighbourhood, including the coast of Portendic, it had been usual for the Governor of the Senegal settlement to pay annually to those tribes certain presents commonly called customs, with a view to establish a good understanding between those tribes and His Majesty's subjects, and to induce the former to trade freely with the latter, in such articles as are the natural produce of that part of Africa. That while he, this appearer, held the said appointment of Commissary, it was a part of the duties of his office to deliver to the chiefs of the said tribes the customs placed in his hands for that purpose by the Governor of the said settlement, and that he personally performed those duties while he held the said appointment. That during the period he held the said office of Commissary, he frequently visited the territory of the said Moors, and saw and became acquainted with various Moorish tribes who had been accustomed to trade on that coast, in the article gum, and other articles of native produce: that in the year 1818, he returned to England, but that afterwards at various periods, viz., in 1820 and 1821, 1824 and 1825, 1833, 1834, and 1835, he again visited the said coast of Africa, and made himself familiar with the names and habits of the said tribes and their mode of carrying on their trade with foreigners. That in addition to the customs usually paid by His Majesty's Government to the said tribes, it has been the uniform practice of His Majesty's subjects who traded with the said tribes, to commence their negotiation for the purchase of gum or of any other article of native produce, by making to the chief or headman of the tribe, possessing such produce, certain presents, which he the said chief or headman converted to his own use or disposed of amongst his friends as he thought proper. That the customs paid by His Majesty and the presents also usually called customs given by the British traders to the chiefs or headmen of the said tribes, never were considered by him, this appearer, or by any British trader with whom he has ever been acquainted, as local imposts or duties payable for permission to trade with the said tribes at any particular port or place, either on the sea coast or the Senegal, but as presents altogether of a personal nature, intended to gain and perpetuate the good will and friendship of the said tribes towards His Majesty's subjects engaged in carrying on trade with the said tribes. That in return for the said presents and customs, the Moorish tribes to whom they are paid feel themselves thereby under a strict obligation to afford, to the utmost of their power, protection and assistance to His Majesty's subjects, whenever the latter may be in a situation to require it. That he always understood and still understands that the coast of Portendic was and continues to be a territory wholly distinct from that of the Trazar tribe of the Moors. That the natives of the said coast differ considerably in their personal appearance and costume from the tribe of the Trazars, the former being generally meanly attired, whereas the latter are usually clothed in much better materials. That the natives of the said coast are usually denominated the Ouadeleins, and that they live chiefly by fishing, and what the sea throws on the shore of the said coast, and by what they may plunder from vessels wrecked in the neighbourhood of the said coast. That the Ouadeleins are not tributary to or dependent upon the Trazar tribe of Moors, and that whenever the Trazar Moors approach the said coast with gum or any other article for the purpose of trade they are obliged to be well armed, for the protection of their property, otherwise it would be probably taken possession of by the Ouadeleins, who are in fact banditti of the desert of Zahra. That if a wreck occurred on the said coast, the Trazar Moors would not lay claim to any part of it, but that the Ouadeleins would look upon any such wreck as belonging exclusively to their own tribe. That the Ouadeleins occupy the coast, as far as such a coast can be said to be occupied at all, from Cape Blanc to near Canar, an extent of the said coast which includes Portendic, and that the trade of the Trazar and Brackna Moors at Portendic, as well as on the Senegal, has been generally conducted by a class of intelligent persons usually called Marabouts, who carry no arms of any kind, and are universally looked upon by the Moorish tribes as persons invested with a sacred character; chiefly, it is understood, because they manufacture and sell beads or amulets which are supposed to possess a supernatural power, calculated to protect those who purchase them from any given species of personal danger. That persons called Marabouts or Priests are found in almost every Moorish tribe, and that they are not taken from any one tribe in particular. That when-

even the Trazar Moors go to Portendic, they go thither solely for the purpose of disposing of their gum, which they collect in forests about one hundred miles distant from Portendic. That they never permanently occupy the territory adjacent to Portendic, but when the trade is over they return to their forests, where they find pasture for their cattle, and that there is no pasture ground on the coast of Portendic, or anywhere nearer to the said coast than at a distance of about one hundred miles. And the said appearer further declared that he was at Senegal in the year 1816, when a French ship of war called the "Medusa," bound for Senegal, was wrecked on the bank of Arguin, that the crew and passengers were safely landed on the coast of Portendic, and that intelligence to that effect having reached Senegal, that settlement being then under British authority, apprehensions were entertained lest the said crew and passengers might fall into the hands of the Ouadeleins, who were by no means on friendly terms with the British authorities at Senegal; that in consequence of these apprehensions the Governor of Senegal directed that three Marabouts should be dispatched from St. Louis to Portendic, in order that they, by virtue of their sacred character, should as far as possible afford protection to the said crew and passengers, and conduct them to St. Louis; that if the said Governor conceived that the King of the Trazars was the proprietor of the said coast, he, the said Governor, to the best of his, deponent's, belief, in addition to sending three Marabouts to protect the said crew and passengers, would, as by far the most efficacious course of proceeding, have at once sent a messenger to the said King, with whom the British were upon most friendly terms, requesting that he would put his authority and a sufficient armed force into requisition for the purpose of protecting the said crew and passengers from being molested by the Ouadeleins; that one of the said three Marabouts was of the Trazar tribe of Moors, another of the Brackna tribe of Moors, and the third of a Negro tribe called the Yoloff. That the said three Marabouts, accompanied by a British officer, succeeded in reaching the coast of Portendic, and in conducting the said crew and passengers of the "Medusa," to St. Louis, without having met the Ouadeleins. And the said appearer further declared, that if the Ouadeleins had met with the said crew and passengers, or any of them, they, the Ouadeleins, to the best of his belief, would have captured them and have claimed ransom for the same, without the payment of which they never would have given up their captives. And the said appearer further declared, that soon after these occurrences came to the knowledge of the King of the Trazars, the said King set up a claim to a reward for each of the said crew and passengers who landed on the coast of Portendic. That the said King in the first instance preferred his claim to the British Governor of Senegal before the said settlement was surrendered to the French authorities, and that the said Governor refused the said claim, on the ground that the coast of Portendic was not territory belonging to the said King, or in any way whatever within his legal jurisdiction or authority. And the said appearer further declared that the said King subsequently preferred a similar claim to the French Governor of Senegal, namely, Colonel Schmaltz, who had been one of the passengers in the "Medusa" so wrecked at Arguin as above stated, and that the said Colonel Schmaltz wholly rejected the said claim upon the same ground that the coast of Portendic was not territory belonging to the said King, or in any way whatever within his legal jurisdiction or authority. And the said appearer lastly declared that in both these decisions upon his said claim, the said King of the Trazars acquiesced, and took no further steps in the matter. And the said appearer further declared that he made the said declaration conscientiously believing the same to be true, and by virtue of the provisions of an Act made and passed in the sixth year of the reign of his present Majesty, intituled "An Act to repeal an Act of the present Session of Parliament, intituled 'An Act for the more effectual abolition of oaths and affirmations taken and made in various departments of the State, and to substitute declarations in lieu thereof, and for the more entire suppression of voluntary and extra-judicial oaths and affidavits;' and to make other provisions for the abolition of unnecessary oaths." Whereof an Act being required, I, the said notary, have granted these presents under my notarial firm and seal of office, to serve and avail as occasion shall or may require. Thus done and passed in London aforesaid, the day, month, and year first before written, in the presence of the witnesses hereunto subscribed.

Witnesses, (Signed) JOHN RENDALL.

(Signed) THOS. MEREDITH.
GEORGE DANIELL.

In testimonium veritatis,

(L.S.) (Signed) JOHN NEWTON,
Notary Public.

LETTER from N. Isaacs to Governor Rendall, dated at Bathurst, Saint Mary's, 27th August, 1835.

Sir,

I HAVE the honour of receiving your letter of yesterday's date, requesting me to communicate the best information my experience will afford upon the duration of the season for trading in gum at Portendic, and the description of Moors that inhabit or visit Portendic for the purpose of trade.

In order to answer your letter fully, and with satisfaction to myself, I feel that it is necessary to go into detail, and to state that the object of my voyage last year to this part of

Africa was to obtain information of the trade on the coast, and more particularly of the situation of the Moors and the gum trade at Portendic, at which place I arrived on the 11th of May, and was continually in communication with the Moors until the 19th of June, the greater part of which time I lived with them; and I re-visited Portendic on the 28th of July, and remained until the 31st of August.

Upon my arrival the first time, I found the whole line of coast, from the Bay of Arguin to Portendic, uninhabited, with the exception of fifteen Moors, who had just arrived, and were building a few temporary huts at Portendic. The Moors informed me that they belonged to the tribe of Holad-ou-Bisba, who inhabit the island at the Bay of Arguin, and visit Portendic every year about the month of May, with a view to render assistance to English vessels that come there for the purpose of trading in gum with the Moors of the interior. The fifteen Moors alluded to entered into my service, and I found them a very useful set of men.

On the 2nd May, Abdalloierwilde Homed, a chief of the tribe of Holad-ou-Bisba, arrived, and arranged with me for the annual customs and fees for permission to trade at Portendic; and, a few days afterwards, the chiefs of the tribes called Allam, Our-de-Rice, Pasha-it-a-bete, Alconie Deybonshat, and Trarass, arrived with five caravans, or a number of people belonging to the above tribes, and camels loaded with gum, which they informed me was part of the small crop, picked in the latter end of December, January, and February, but the large crop picked in March, April, and May, would not be brought to Portendic until June and July, which are the principal trading months at Portendic, although the season commences at the beginning of May, and finishes at the end of August; at which period the rainy season sets in strong, and renders it impossible for the natives to remain on the coast for want of shelter, and as the wet is very injurious to the gum, they are always anxious to dispose of it before the rainy season commences.

From the situation of the numerous tribes of Moors that visit Portendic, and the mode of conducting the gum trade, the trader is obliged to note the head man or chief of each tribe, which enables me to state positively the number and names of the different tribes that I have traded with at the Bay of Portendic. They are (exclusively of those already named) as follows:—Bracknas, Elwaadah, Wardanoo, Tagants, Deybeyhome, Elfanda, Fagants, Taggonaut, Tender-rah, Loylib, Raa-halla, Laboadef, Dowelash, Edowage, Holaddaman, Midderesh, Tayab, Derboogan, Edoweger, Radsalam. Independently of those tribes that I traded with at Portendic, there were others whose names do not appear among my notes, as they traded with other vessels and not with mine. I was however informed that the under-mentioned tribes do not visit Portendic when they have gum to dispose of, Shafoo, Iretaboo, Cleochya, Zumboated, Cumbalan, Tagakant, Coonta, Hoolad-arleam, Shergonars, Woolad Elmochtar, Edowally, Abbolad, Elaatam, Tachrajart, Hoolad-boilley, and many others too numerous to mention; in fact the circumstance of Portendic being the only place where vessels can approach with safety along the whole line of coast from Mogadore to the river Senegal, and the natives inhabiting that vast tract of country having no other outlet (except Senegal) for their produce, is sufficient to prove that an immense number of tribes must visit Portendic for the purpose of trade.

My last visit to Portendic afforded me a fair opportunity of ascertaining the correctness of what I have already stated respecting the season for trading in gum, and notwithstanding the interruptions our vessels met with from the French cruizers, the British traders at the end of July and beginning of August obtained 285 tons of gum, and a much greater quantity might have been purchased at this period if British vessels had been there to trade for it; and at about the 20th August the first rains commenced, the natives were then most anxious to dispose of their gum, and every day small parties left the coast until the 31st August, when every soul left, and Portendic was quite deserted.

I have, &c.,
(Signed) NATHL. ISAACS.

GENERAL Summary of the Claims of the several Parties, exclusive of Interest.

MR. REDMAN.

	£	s.	d.	£	s.	d.
Previous to blockade	6,989	5	5			
Mr. Pinsent's clothes	16	13	3			
Loss by allowance to supercargo	450	0	0			
Notarial documents, &c.	106	19	11			
Mr. Isaacs' account	42,061	12	6			
Extra loss on ships	1,836	0	0			
Charges in London	21	0	0			
				51,481	11	4

MESSRS. FORSTER AND SMITH.

Hire of the "Governor Temple"	151	13	4			
Loss of trade	2,000	0	0			
Mr. Pellegrin	150	0	0			
Loss on corn	433	6	8			
Do. on bafts	20,488	18	6			
				23,223	18	6

MR. HARRISON.

	£	s.	d.	£	s.	d.
Demurrage of "Elizabeth"	110	0	0			
Loss of trade by "Industry" . . .	1,350	0	0			
Mr. Hughes	75	0	0			
Loss of trade in 1835	12,600	0	0			
Do. of corn	150	0	0			
				14,285	0	0
Total, exclusive of interest, .				£88,990	9	10

(Signed) GEO. C. REDMAN.
FORSTER AND SMITH.
ROBERT HARRISON.

PORTENDIC CLAIMS.

SUPPLEMENTAL EVIDENCE TO GENERAL CASE.

TO all to whom these presents shall come, I, John Newton, of the City of London, notary public, duly admitted and practising, in pursuance of Act of Parliament, made and passed in the sixth year of the reign of His Majesty King William the Fourth, intituled "An Act to repeal an Act of the present Session of Parliament, intituled 'An Act for the more effectual abolition of Oaths and Affirmations, taken and made in various departments of the State, and to substitute Declarations in lieu thereof; and for the more entire suppression of voluntary and extra-judicial Oaths and Affidavits, and to make other provisions for the abolition of unnecessary Oaths;'" I do hereby certify, that on the day of the date hereof, personally came and appeared before me, Nathaniel Isaacs, named in and described in the Declaration hereunto annexed, being a person well known and of good credit; by solemn declaration, which the said Nathaniel Isaacs then made before me, did solemnly and sincerely declare to be true the several matters and things mentioned and contained in the said annexed Declaration.

In faith and testimony whereof I have hereunto set my hand and seal of office, dated in London, the eighth day of December, in the year of our Lord one thousand eight hundred and thirty-six.

In testimonium veritatis,
(Signed) JOHN NEWTON,
Notary Public.

Nous, Consul-Général de France en Angleterre, certifions que la signature apposée d'autre part est véritablement cette de Mr. John Newton, Notaire Public à Londres, et que foi doit y être ajoutée. Londres, le huit Décembre, mil huit cent trente-six.

No. 3605. (Signé) DURANT S. ANDRE.

Rec. Six Shillings.
Oct. 15.

Par M. le Consul-Général,
NETTLEMENT,
Chancelier.

[For translation, see page 327.]

DECLARATION OF MR. NATHANIEL ISAACS.

I, NATHANIEL ISAACS, of Bathurst, Saint Mary's, River Gambia, in Africa, merchant, being at present in London, do solemnly and sincerely declare, that in the month of June last I went to Portendic with George Rendall, Esquire, the Lieutenant-Governor of the Gambia, in His Britannic Majesty's ship "Pantaloon," to endeavour to renew the gum trade with the Moors there. That upon my landing at Portendic, Honnà Lahonid, the chief of the tribe called Holad-en-bisba, requested me to take him, with others of the tribe, on board the "Pantaloon," for the alleged purpose of lodging a complaint, and seeking compensation for the death of one of his relations, which had been caused by the French ships firing their guns at the Moors, when the latter had been solicited by the English to come from the interior to trade at Portendic. That I did accordingly accompany the said chief on board

the "Pantaloon," when he stated to the said Lieutenant-Governor, in answer to his inquiries upon the subject, that the coast, from Portendic to Arguin inclusive, was the proper territory of his (the said chief's) ancestors, and continued to be the territory of his family, without any interruption, down to that moment; and that no person could carry on trade there unless some of the said tribe of Holad-en-bisba were there to receive the presents which it was their custom to exact, as a necessary preliminary to their granting permission to trade being carried on within that territory, for gum, or any other article of produce. That the said chief claimed from the English compensation for the loss of his relation, because that misfortune was occasioned by the Moors having come down to trade at Portendic on the express solicitation of the English. That the compensation so claimed was to be in money or goods, of an amount equivalent to the expense of maintaining the wife and two children of the deceased, who lived at Arguin. That the said chief declared upon that occasion that neither he nor any of his tribe had ever been at war with the French; and in support of that statement the said chief produced a Treaty, written both in the French and Arabic languages, made and entered into at Saint Louis, on the River Senegal, between him (the said chief) and the Lieutenant-Governor there, which Treaty guaranteed the admission of the said chief and his tribe into Saint Louis aforesaid at all times, and particularly when the French might be at war with the Trazar tribe. And the said Treaty further provided for a proper recompense being given to the said chief and his tribe, for their services in rescuing and saving Europeans who might be shipwrecked on their coast. That the Lieutenant-Governor of the Gambia, in reply to the requisitions of the said chief, recommended him to see the French Lieutenant-Governor on the subject, in the propriety of which the said chief acquiesced, but at the same time urged upon the Lieutenant-Governor of the Gambia his right, in case he failed in his application to the French, to insist upon the English making him the compensation he required. That I then re-conducted the said chief on shore, where, on the following day, I entered into mutual arrangements with him as to the presents which I was to make for his permission to trade in that territory. And I do further solemnly and sincerely declare that, in the month of August last, I accompanied the said chief to the place where his said tribe of Holad-en-bisba had pitched their tents. That I there saw several Moors, some of whom had just arrived from the French trading ports on the Senegal, and others from the colony itself. That these Moors informed me that the French had offered Mahomed Lich-a-bebe, the King of the Trazar tribe, five thousand dollars, or if that sum fell short of it, a greater remuneration than the Moors obtained from the English through the gum trade at Portendic, if he, the King of the Trazars, would agree to destroy that trade, and cause the whole of the gum to be taken to the Senegal. And I do further solemnly and sincerely declare that I then proceeded to the King of the Trazars, a distance of three days' journey from the tribe of Holad-en-bisba, and inquired of the said King whether the information which I had received respecting the offer which had been made to him by the French were true; the said King fully confirmed the truth thereof, and added that the same offer had been frequently made by the French authorities at Senegal to himself and his brother, Mahomid Wildoo Lagot, who negotiated with the French all matters of business between them; and that since the last treaty made between themselves and the French, about the latter end of the year 1835, the inhabitants of Senegal, from the merchant to the black trader, had offered that if he, the said King, would cause the English trade at Portendic to be destroyed, and the gum trade altogether transferred to Senegal, he should receive a proportionate contribution from every house, and even every hut in Senegal, the most insignificant of which should not contribute less than two dollars each. And I do further solemnly and sincerely declare that the said King also informed me that some years ago the Trazar tribe felt it necessary to go to war with a powerful tribe of blacks in the interior, when finding themselves unable to conquer the blacks, they applied to the Emperor of Morocco for his assistance; that the said Emperor had already been informed of the existence of the war by some Maraboos who were travelling through the country, and that he had 5000 cavalry then under orders to march forthwith to the aid of the Trazars, and that those troops were accordingly dispatched by the said Emperor to the Trazars, to whom they rendered the required assistance. That the said King further stated, that upon the conclusion of the war the officers in command of the said troops proceeded to levy contributions from the Trazar tribe, and to establish amongst them various regulations for their future better government, pursuant to the orders which they had received from their master, the said Emperor of Morocco. And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of an Act made and passed in the Session of Parliament holden in the fifth and sixth years of the reign of His present Majesty King William the Fourth, intituled "An Act to repeal an Act of the present Session of Parliament, intituled 'An Act for the more effectual Abolition of Oaths and Affirmations taken and made in various departments of the State, and to substitute Declarations in lieu thereof, and for the more entire suppression of voluntary and extra-judicial Oaths and Affidavits;' and to make other provisions for the abolition of unnecessary Oaths."

(Signed) NATH. ISAACS.

Solemn Declaration made in my Office, London, this eighth day of December, 1836, before me,

(Signed) JOHN NEWTON,
Notary Public.

To all to whom these presents shall come, I John Newton, of the city of London, notary public, duly admitted and practising, in pursuance of an Act of Parliament made and passed in the sixth year of the reign of His Majesty King William the Fourth, intituled "An Act to repeal an Act of the present Session of Parliament, intituled 'An Act for the more effectual abolition of Oaths and Affirmations, taken and made in various departments of the State, and to substitute Declarations in lieu thereof, and for the more entire suppression of voluntary and extra-judicial Oaths and Affidavits;' and to make other provisions for the abolition of unnecessary Oaths," do hereby certify that on the day of the date hereof, personally came and appeared before me, Sadi Ombark Benbey, named and described in the Declaration hereunto annexed, being a person well known and worthy of credit, and by solemn Declaration, which the said Sadi Ombark Benbey then made before me, did solemnly and sincerely declare to be true the several matters and things mentioned and contained in the said annexed Declaration.

In faith and testimony whereof I have hereunto set my hand and seal of office, dated in London, the eighth day of December, in the year of our Lord one thousand eight hundred and thirty-six.

In testimonium veritatis,
(Signed) JOHN NEWTON, Notary Public.

Nous, Consul-Général de France en Angleterre, certifions que la signature apposée d'autre part est véritablement celle de Mr. John Newton, Notaire Public, à Londres, et que foi doit y être ajoutée. Londres, le huit Décembre mil huit cent trente six.

No. 3606. (Signé) DURANT S. ANDRE.
Rec. six shillings, Par. M. le Consul-Général,
Oct. 15. (Signé) NETTLEMENT, Chancelier.

[For translation, see page 327.]

DECLARATION OF SADI OMBARK BENBEY.

I, SADI OMBARK BENBEY, of No. 22, Mount Row, Lambeth, in the County of Surrey, gentleman, do solemnly and sincerely declare, that I am a native of the empire of Morocco, and that I resided in that country until I attained the age of about eighteen years. That I have always heard, and do believe, that the Emperor of Morocco hath heretofore claimed and still doth claim supreme dominion over all the territory which extends from the frontiers of Oran, down to the Senegal, including the whole of the Western Coast of Africa, within that space on one side, and the whole of the territory usually called the Desert of Sahara, as far as Tafelelt, on the eastern side. That I have also always understood, and do believe, that the Emperor of Morocco was, and is, entitled to claim contributions from the chiefs of the different tribes who dwell within the whole of that territory. That I have known instances during my residence in Morocco in which the emperor sent troops into different parts of that territory to levy such contributions. And that I have seen such troops returning from the interior of the said territory, with contributions so levied by them under the order of the said emperor, consisting of cattle, sheep, horses, gold dust, ivory, and other products of the country. And I further solemnly and sincerely declare, that about five years ago, I received information by letter from one of the principal inhabitants of Santa Cruz, in the southern part of the empire of Morocco, that the Chiefs of the Trazar, and other tribes, sent to the said emperor for military assistance to defend them from their enemies, and that my informant stated that such assistance was rendered to the said Chiefs by the emperor accordingly. And I further solemnly and sincerely declare that I know, of my own personal knowledge, that whenever any dispute occurs between the tribes within the territory hereinbefore mentioned, it is their custom to appeal to the Emperor of Morocco to decide between them such disputes, and that his decisions thereupon are given as supreme lord and master of the soil, from which there is no appeal. And I make this solemn Declaration conscientiously believing the same to be true, and by virtue of an Act made and passed in the Session of Parliament holden in the fifth and sixth years of the reign of His present Majesty King William the Fourth, intituled "An Act to repeal an Act of the present Session of Parliament, intituled 'An Act for the more effectual abolition of Oaths and Affirmations taken and made in various departments of the State; and to substitute Declarations in lieu thereof, and for the more entire suppression of voluntary and extra-judicial Oaths and Affidavits;' and to make other provisions for the abolition of unnecessary Oaths.'"

(Signed) SADI OMBARK BENBEY.

Solemn Declaration made in my Office,
this eighth day of December, 1836,
before me,
(Signed) JOHN NEWTON, Notary Public.

DIVISION IV.

CORRESPONDENCE RESPECTING THE CLAIMS FOR COMPENSATION.

LORD PALMERSTON writes in February, 1837, to remind Lord Granville of the Claims given in on December, 1836, and to press for their settlement. Lord Granville makes the proper representation in consequence. The French Government at last answers (August 8). Lord Palmerston in reply, sends back a letter of the Claimants, which goes into all the merits of the case, and is worth attention. Mr. Aston (August, 1838) incloses Count Molé's reply, which for the moment puts an end to the correspondence.

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DIVISION IV.

Correspondence respecting the Claims for Compensation.

No. 1.

Viscount Palmerston to Earl Granville.

(No. 53.)

My Lord, *Foreign Office, February* 28, 1837.

I REQUEST your Excellency to inform me what steps you have taken, in consequence of my instructions No. 226, of the 9th of December last, relative to the claims of certain British merchants upon the Government of France, for compensation for the losses sustained by the interruption of their trade with Portendic.

Your Excellency will express to Count Molé, the confident hope of His Majesty's Government, that the Government of France will no longer delay giving that redress and compensation which their own sense of justice must, upon an examination of the case, convince them is due to individuals who have been severe sufferers by the illegal and unjustifiable proceedings of the French authorities on the coast of Africa.

I am, &c.,
(Signed) PALMERSTON.

No. 2.

Earl Granville to Viscount Palmerston.

(No. 83.)

My Lord, *Paris, March* 3, 1837.

IN reply to your Lordship's despatch No. 53, requesting to be informed what steps I have taken in consequence of the instructions conveyed to me in your Lordship's despatch of the 9th of December last, relative to the claims of certain British merchants upon the Government of France, for the losses sustained by the interruption of their trade with Portendic; I have the honour to inform your Lordship, that I addressed a representation to Count Molé upon the subject, on the 19th of the same month, a copy of which is herewith inclosed.

The delay on the part of the French Government in answering my note, has probably been occasioned by the time required for the careful examination of the voluminous documents I transmitted in support of these claims, but I will not fail immediately to press Count Molé for an early answer.

I have, &c.,
(Signed) GRANVILLE.

Inclosure in No. 2.

Earl Granville to Count Molé.

M. le Comte, *Paris, December* 19, 1836.

WITH reference to the correspondence which passed in the years 1834 and 1835, between His Majesty's Embassy and the French Government, respecting the interruption of the trade of British subjects with the Moorish tribes on the coast of Portendic, by the cruizers of France, I am now instructed to transmit to your Excellency the accompanying statements of the losses sustained by the several parties, in consequence of the proceedings of the French authorities, and for which compensation is claimed by His Majesty's Government from that of France.

In the course of the above-mentioned correspondence, it has been my duty repeatedly to remonstrate, in the name of His Majesty's Government, against the maintenance of a blockade, in violation of the rights secured to British subjects under the 11th Article of the Treaty of 1783, and I need only refer your Excellency to that correspondence, and particularly to my note to the Duc de Broglie of the 4th July, 1835, as containing a clear exposition of the opinion of His Majesty's Government upon the proceedings of the French authorities, both before and after the institution of the blockade of Portendic, and of the grounds upon which the British Government feels itself called upon to support these claims, confirmed and strengthened as they are, by the additional evidence produced in the documents now submitted to your Excellency. The French Government must have been long prepared for the presentation of these claims by the said communications. Considerable time has unavoidably been consumed in the preparation of these statements. His Majesty's Government having scrupulously abstained from bringing them forward until reduced to such a form, and so substantiated as to warrant His Majesty's Government in calling upon that of France for compensation, upon the principle of a fair and reasonable remuneration for losses actually sustained by the claimants, in consequence of being illegally interrupted in the prosecution of their trade.

The parties respectively claiming are—Mr. Redman, Messrs. Forster and Smith, and Mr. Harrison, and their collective claims amount, as your Excellency will see, to the sum of £88,990 9*s.* 10*d.*, exclusive of interest, to which the parties will be entitled from the time when the money would have been realized in the ordinary course of trade.

In submitting these claims to your Excellency's early attention, I am instructed to express to your Excellency, that His Majesty's Government confidently rely upon the justice and sense of honour of the French Government for an impartial investigation of the statements annexed, and for a full compensation for the losses which the claimants shall have proved themselves to have sustained.

I have, &c.,
(Signed) GRANVILLE.

No. 3.

Earl Granville to Viscount Palmerston.

(No. 102.)

My Lord, *Paris, March* 13, 1837.

I HAVE the honour to refer your Lordship to my despatch No. 83, informing you that I had, upon the receipt of your Lordship's despatch No. 53, addressed a second note to Comte Molé, relative to the claims of certain British merchants upon the Government of France, for the losses sustained by the interruption of their trade with Portendic.

I have received a reply to my note (copy of which is herewith inclosed), stating that the question is still under the consideration of a committee attached to the Foreign Department, which takes cognizance of contentious cases.

I have, &c.,
(Signed) GRANVILLE.

Inclosure in No. 3.

Count Molé to Earl Granville.

M. le Comte, *Paris, le 8 Mars*, 1837.

J'AI reçu la lettre que votre Excellence m'a fait l'honneur de m'écrire le 3 de ce mois, et j'ai reçu également, avec toutes les pièces qui y étaient jointes, celle qu'elle m'avait adressée sous la date du 19 Décembre dernier; l'une et l'autre relatives aux réclamations élevées contre le Gouvernement du Roi, par certains sujets de Sa Majesté Britannique, à l'occasion des pertes qu'ils auraient éprouvées par suite de l'interruption de leur commerce avec Portendic.

J'ai l'honneur de vous informer, Monsieur le Comte, que cette affaire qui avait fixé mon attention, a été immédiatement envoyée à l'examen du Comité Consultatif du Contentieux attaché à mon département.

Aussitôt que son opinion m'aura été communiquée, et que j'aurai été mis en mesure de soumettre la question au Gouvernement du Roi, et de provoquer sa décision, je m'empresserai de la porter à la connaissance de votre Excellence.

(Signé) MOLÉ.

[For translation, see page 328.]

No. 4.

Viscount Palmerston to Earl Granville.

(No. 169.)

My Lord, *Foreign Office, May* 31, 1837.

I HEREWITH transmit to your Excellency a copy of a representation which I have received from Messrs. Redman, Forster and Smith, and Harrison, complaining of the delay which has taken place in obtaining from the French Government redress for the injuries which those parties have sustained in consequence of the interruption of their trade with Portendic, by the French authorities.

Your Excellency will communicate this memorial to the French Government, and you will point out that it is the intention of these claimants to bring their grievances forthwith under the notice of the House of Commons, unless I can afford them some reasonable ground for expecting a speedy and satisfactory answer to the representations which your Excellency has been instructed to make to the French Government on their behalf.

And your Excellency will further say, that if this matter is brought under discussion in Parliament, I shall be obliged to admit that the claim appears to His Majesty's Government to be just, but that nevertheless His Majesty's Government have hitherto been unable, by repeated applications, to obtain redress for the parties concerned.

I am, &c.,
(Signed) PALMERSTON.

Inclosure in No. 4.

Messrs. Redman, Forster & Smith, and Harrison, to Viscount Palmerston.

My Lord, *London, May* 22, 1837.

YOU will, we hope, excuse us for reminding your Lordship that nearly three years have elapsed since the French authorities commenced a systematic interruption of our trade at Portendic, in violation of the Eleventh Article of the Treaty of 1783; and that, although we have repeatedly represented to your Lordship and to His Majesty's Secretary of State for the Colonies, the injuries we have sustained in consequence of the illegal proceedings which those authorities have thought fit to adopt, with a view to destroy, if possible, our intercourse with the Moorish tribes in the neighbourhood of that place, we still remain without the slightest prospect of redress.

The measures which were taken in 1834 by the commanders of French ships of war against our trading vessels in the Bay of Portendic were of themselves sufficiently violent to justify acts of reprisal on the part of His Majesty's Government. Those measures, however, were in some degree extenuated by the promise of indemnity which was then held out, and by the solemn assurance which we soon after received through Lord Granville, from the French Minister of Marine, that no intention existed of placing the coast of Portendic under blockade. Our commercial operations were accordingly resumed. When, therefore, early in the year 1835, the blockade did take place in direct opposition to the [written] promise of the French Minister, and to the express stipulations of the Treaty, we felt that not merely our own individual interests were wantonly sacrificed, but that an indignity was offered to the country, which ought to have been brought under the cognizance of Parliament.

Nevertheless, looking to the friendly relations so long subsisting between England and France, we have hitherto abstained from suggesting any course by which those relations might have been affected. We have submitted the statement of our losses to your Lordship; we have asked for redress in terms which we hope have been found uniformly respectful as well to your Lordship as to the Government of France. But memorials, letters, personal applications, the interposition of friends, have all been multiplied to no purpose. Copies of our claims, certified as just in their principle by the King's Advocate, were forwarded to Paris six months ago. We have been informed by your Lordship, that the French Minister of Foreign Affairs referred our papers for examination to a Committee connected with his department; but whether even the principle on which our claims are founded has been admitted or rejected, we are ignorant to this hour.

My Lord, this is a situation in which it is not fitting for us any longer to remain, either as individual merchants, or as members of a community whose rights have been assailed by the authorities of a French State. We beg leave, therefore, to apprize your Lordship that it is our intention to have this matter brought forthwith under the notice of the House of Commons, unless you can afford us some reasonable ground for expecting a speedy and satisfactory answer to the representations already addressed in our behalf to the French Government by Earl Granville.

We have, &c.,

(Signed) GEO. C. REDMAN.
FORSTER & SMITH.
ROBERT HARRISON.

No. 5.

Earl Granville to Viscount Palmerston.—(*Received June* 8.)

(No. 199.)

My Lord, *Paris, June* 5, 1837.

WITH reference to your Lordship's despatch No. 169, in which you direct me to communicate to the French Government, the memorial of Messrs. Redman, Forster and Smith, and Harrison, respecting their claims upon the Government of France, in consequence of the interruption of their trade with Portendic by the French authorities, and to press for an early answer to the representations that have been repeatedly made to the French Government upon this question; I have the honour to inform your Lordship, that I have prepared another note to Comte Molé, conceived in the terms prescribed in your Lordship's instructions; and I shall not fail to press upon the French Minister the necessity of a speedy and satisfactory answer.

I have, &c.,
(Signed) GRANVILLE.

No. 6.

Earl Granville to Viscount Palmerston.—(*Received June* 15.)

(No. 209.)

My Lord, *Paris, June* 12, 1837.

I HAVE the honour to forward a copy of a note which I have received from Comte Molé, in answer to the representation which I addressed to his Excellency, conformably to the instructions contained in your Lordship's despatch No. 169, respecting the claims of certain British merchants upon the French Government for compensation for the losses sustained by them in consequence of the interruption of their trade with Portendic.

Although his Excellency promises to inform me in a short time, of the decision of the French Government upon this question, he does not, as your Lordship will perceive, intimate whether that decision is likely to be satisfactory.

I have, &c.,
(Signed) GRANVILLE.

Inclosure in No. 6.

Count Molé to Earl Granville.

M. le Comte, *Paris, le* 11 *Juin*, 1837.

J'AI reçu avec la pièce qui y était jointe, la lettre que votre Excellence m'a fait l'honneur de m'écrire le 5 de ce mois, et par laquelle elle m'informe des circonstances particulières qui font désirer au Gouvernement de Sa Majesté Britannique, de recevoir aussi prochainement que possible la réponse du Gouvernement du Roi aux réclamations des négocians Anglais qui demandent à être indemnisés des pertes qu'ils auraient éprouvées par suite de l'interruption de leur commerce avec la Baie de Portendic.

J'ai eu l'honneur d'annoncer à votre Excellence, par ma lettre en date du 8 Mars dernier, qu'aussitôt apres avoir reçu ses premières communications sur cette affaire, je m'étais empressé d'en soumettre l'examen au Comité Consultatif

du Contentieux de mon département. Je viens d'apprendre que le Comité sera très incessamment en mesure de présenter son rapport, et je me ferai un devoir de porter immédiatement à la connaissance de votre Excellence la résolution à laquelle le Gouvernement du Roi se sera arrêté.

(Signé) MOLÉ.

[For translation, see page 328.]

No. 7.

Viscount Palmerston to Earl Granville.

(No. 230.)

My Lord, *Foreign Office, August* 4, 1837.

WITH reference to your despatch No. 209, respecting the claims of certain British merchants upon the French Government for compensation for the losses sustained by them in consequence of the interruption of their trade with Portendic, I have to instruct your Excellency again to press for an early and favourable answer to the representations which have been so repeatedly made to the French Government upon this question.

I am, &c.,

(Signed) PALMERSTON.

No. 8.

Earl Granville to Viscount Palmerston.—(Received August 13.)

(No. 278.)

My Lord, *Paris, August* 11, 1837.

I AM at length enabled to transmit to your Lordship the answer of the French Government to the representations I have repeatedly addressed to Comte Molé, conformably to your Lordship's instructions, respecting the claims of certain British merchants upon the French Government, arising out of the blockade of Portendic.

The report which accompanies Count Molé's note has been drawn up by a Committee called "Comité Consultatif du Contentieux," to whose consideration this question has been referred. The Committee is composed of M. Rossi, Professor of International Law; the Marquis de Gabriac, formerly Ambassador in Switzerland; M. Bessières, a deputy; Vicomte Siméon; and M. du Bouzet, chief of the Department of Claims attached to the Foreign Office.

I regret that the result of the deliberations of this Committee is the denial of the right of the British merchants to claim any indemnity from the French Government, and that (as it appears from Comte Molé's note) the French Government entirely concurs in this opinion.

The arguments upon which this decision is founded are developed at so much length in the Report of the Committee, that it would, I conceive, be unnecessarily troubling your Lordship were I to recapitulate them. I beg leave, therefore, to refer your Lordship to that report.

I have, &c.,

(Signed) GRANVILLE.

Inclosure 1 in No. 8.

Count Molé to Earl Granville.

M. le Comte, *Paris, le* 8 *Août,* 1837.

LE Comité Consultatif du Contentieux de mon Département vient de me remettre l'opinion qu'il a délibérée sur les réclamations élevées contre la France par quelques négocians Anglais, à l'occasion des mesures que les intérêts de la Colonie du Sénégal ont fait adopter aux autorités Françaises de cette colonie, dans les années 1834 et 1835.

Le Comité qui connaissait l'importance que le Gouvernement du Roi attache à cette affaire, s'est montré jaloux de s'associer à ses intentions de justice et de loyauté vis-à-vis du Gouvernement de Sa Majesté Britannique, et c'est

après avoir donné à l'examen de la question qui lui était soumise, l'attention et les soins les plus scrupuleux, qu'il m'a communiqué le résultat de son travail et de ses délibérations. J'ai l'honneur d'adresser, ci-joint, à votre Excellence, une copie de ce rapport. Le Comité déclare, qu'à ses yeux, on ne peut mettre en doute le droit qu'avait le Gouvernement du Roi de prendre les mesures qui ont donné lieu aux répétitions dont le Gouvernement de Sa Majesté Britannique s'est fait l'organe, et il en conclut que la France ne saurait être tenue à aucune indemnité à l'égard des négocians dont les intérêts commerciaux se sont trouvés momentanément compromis.

Le Gouvernement du Roi s'est rangé à l'avis, et il adopte les conclusions du Comité; et je ne doute pas que votre Excellence et son Gouvernement ne soient frappés de l'autorité des raisons sur lesquelles se fonde cette décision.

Nous reconnaissons, M. le Comte, toute la force des Conventions qui règlent l'état des possessions de la France et de la Grande Bretagne sur la côte occidentale de l'Afrique, et les dispositions de l'Article XI du Traité du 30 Septembre 1783, sont à nos yeux d'autant plus obligatoires qu'elles ouvrent au commerce de sujets Anglais, une voie par laquelle il entre en concurrence avec le nôtre, et qu'ainsi, en apportant des entraves au libre exercice des droits qu'elles garantissent, nous pourrions être soupçonnés de céder aux suggestions d'une rivalité commerciale. Il a donc fallu qu'une nécessité pressante nous commandât de recourir aux mesures que nous avons prises; mais amenés à ce point, nous n'avons pas hésité à le faire, convaincu que nous agissions dans les plus strictes limites de notre droit. L'Article XI du Traité de 1783 réserve, sans aucun doute, aux sujets de la Grande Bretagne, le droit de commercer sur les côtes que nous avons mises en interdit; mais quelque respectable que puisse être un pareil droit, il n'en est pas moins subordonné au droit de conservation, le plus impérieux de tous, et qui, en tems de guerre, suspend tous ceux qui peuvent se trouver en conflit avec lui. S'il en était autrement, ce même Article XI aurait stipulé, pour un cas donné, la ruine du Sénégal dans l'acte même qui nous en assurait la possession. C'est ainsi que dans les circonstances qui nous occupent, nos ennemis qui trouvaient dans leurs relations avec les sujets Anglais, d'inépuisables ressources pour nous faire la guerre, ont pu prolonger les hostilités pendant cinq années, et que nous les avons vus tour à tour solliciter la paix, ou en repousser les offres, selon qu'ils pouvaient plus ou moins compter sur les approvisionnemens que leur apportaient les navires Anglais. Dans cet état des choses, les légitimes intérêts de la colonie nous ont fait prendre la seule mesure qui put être efficace: nous avons interdit la côte aux marchands qui, de leur propre aveu, s'étaient faits les pourvoyeurs de nos ennemis, et six mois ne s'étaient pas écoulés, que la paix se trouvait négociée, agréée et conclue. Le Gouvernement du Roi s'empressait alors de rendre la liberté à toute la côte; il mettait immédiatement fin à l'emploi des mesures auxquelles il n'avait eu recours qu'à la dernière extrémité, et qu'il avait promptement adoucies par les ménagemens si naturels à la France pour un Gouvernement ami et allié. La conduite que nous avons tenue dans toute cette affaire, a donc été aussi légitime que loyale. Les réclamans ont bien pu dire que les intérêts de notre commerce avaient été notre seul mobile, mais le Gouvernement de Sa Majesté Britannique nous rendra plus de justice, et les faits d'ailleurs portent avec eux notre complète justification.

Si de ces considérations sur notre droit, lesquelles dominent toute la question, nous descendons à l'examen de l'application que nous en avons faite, il en ressort de même que le Gouvernement de Roi n'a méconnu aucune des obligations que lui imposait le droit des gens et les usages en vigueur. Le Comité est entré à cet égard dans la discussion la plus approfondie, et il n'a laissé sans réponse aucun des argumens produits à l'appui des réclamations des négocians Anglais. Le Gouvernement du Roi est donc fondé à penser que le Gouvernement de Sa Majesté Britannique, reconnaissant que la France exerçait à Portendic des droits de souveraineté qui l'autorisaient à fermer cette baie en tems de guerre, suivant l'exigeance de ses besoins militaires, dont elle seule était juge; et convaincu qu'elle a obéi en prenant cette mesure, à un légitime intérêt de conservation, renoncera à se faire l'appui des réclamans, dont le commerce a subi les chances ordinaires de l'état de guerre, et qui n'ont droit à recevoir, aux titres qu'ils exposent, aucune indemnité du Gouvernement Français.

J'ai l'honneur, &c.,
(Signé) MOLÉ.

[For translation, see page 328.]

Inclosure 2 in No. 8.

Report of the "Comité Consultatif du Contentieux."

LE Comité Consultatif du Contentieux attaché au Département des Affaires Etrangères, et chargé par M. le Président du Conseil, d'examiner les réclamations aux quelles ont donné lieu des mesures adoptées en 1834 et 1835 par les autorités du Sénégal, a pensé, avant d'exposer en détail cette affaire, devoir rappeler les stipulations du Traité du 30 Septembre, 1783, qui règlent encore aujourd'hui l'état des possessions de la France et de l'Angleterre sur la côte occidentale de l'Afrique. Ce Traité a rendu aux Français le cours du Sénégal et la côte qui s'élève au nord de ce fleuve par l'Article IX, ainsi conçu :—

"Article IX. Le Roi de la Grande Bretagne cède en toute propriété, et garantit à Sa Majesté Très Chrétienne la Rivière du Sénégal et ses dépendances, avec les Forts de St. Louis, Podor, Galam, Arguin et Portendic, et Sa Majesté Britannique restitue à la France l'Ile de Gorée, laquelle sera rendue dans l'état où elle se trouvait lorsque la conquête en a été faite."

Le cours de la Gambie au sud du Sénegal est assuré aux Anglais pour l'Article X, en ces termes :—

"Article X. Le Roi Très Chrétien garantit, de son côté, au Roi de la Grande Bretagne, la possession du Fort James et de la Rivière de Gambie."

Mais comme les pays qui produisent la gomme étaient limitrophes des possessions Françaises, les Anglais firent insérer en leur faveur, dans l'Article XI, la réserve suivante :—

"Article XI. Quant à la traite de la gomme, les Anglais auront la liberté de la faire depuis l'embouchûre de la Rivière de St. Jean, jusqu'à la baie et fort de Portendic inclusivement, bien entendu qu'ils ne pourront faire dans la dite Rivière de St. Jean, sur la côte, ainsi que dans la Baie de Portendic, aucun établissement, de quelque nature qu'il puisse être."

Or c'est la suspension, en tems de guerre, de la faculté commerciale réservée dans cet Article, qui a soulevé, de la part des négocians Anglais, des réclamations, pour l'appréciation desquelles il est indispensable de retracer, 1°. les faits qui ont amené cette suspension : 2°. la nature des réclamations auxquelles elle a donné lieu ; 3°. Les argumens produits pour les soutenir.

I. Division.—Recueil des Faits.

Malgré la rivalité commerciale naturellement subsistante entre les établissemens du Sénégal et de la Gambie, il a paru au Comité que dans les rapports réciproques des deux colonies, les autorités Françaises s'étaient fait remarquer par la loyauté de leurs bons procédés. Ainsi, en 1831, la Colonie du Sénégal secourut d'une manière décisive celle de la Gambie, mise en danger par les Mandingues, peuplade Africaine qui occupe la rive droite de ce fleuve. Cependant en retour de ce service signalé et qui avait forcé à la fuite le résident du comptoir Français d'Albreda, situé sur cette rive droite, le Gouverneur de la Gambie a mis obstacle, pendant quatre ans, au rétablissement de ce résident Français à Albreda. En outre, les négocians Anglais ont, pendant deux ans, redoublé à Portendic l'activité d'opérations commerciales qui alimentaient la guerre qu'une nation Africaine fesait à la France depuis 1833, et voici à quelle occasion.

La Colonie du Sénégal est limitrophe de deux races indigènes, l'une Nègre, l'autre Maure mélangée, fort inégales en puissance. La première sur la rive gauche du fleuve, et qui occupe le Royaume de Walo, est depuis nombre d'années tombée dans une sorte de dépendance de la race belliqueuse des Maures Trarzas, habitans de la rive droite, qui souvent ont fait la guerre à la colonie Française, et ravagé les terres qu'elle avait acquises des nègres de Walo sur la rive gauche. Les traités qui avaient pour but d'empêcher tant le renouvellement de ces attaques que la réunion des deux rives du fleuve, sous la domination des Trarzas,

furent violés en 1833, par une irruption de ces derniers sur la rive gauche, et par le mariage de Mohammed el Habib, Roi des Trarzas, avec la Princesse Guimbotte, nièce du Brack, ou Roi du Walo, laquelle, d'après la loi de succession du pays, transmettait à ses enfans la couronne du Walo.

Les Trarzas ayant refusé de satisfaire aux réclamations de la colonie Française, la guerre s'ensuivit, tant avec le Brack qu'avec les Trarzas. Ceux-ci chassés de la rive gauche, battus sur la rive droite, mais se trouvant adossés à un désert de sable, ne pouvaient être domptés que par la privation des ressources que leur fournissait le commerce. Vainement, toutefois, une flotille Française parcourant le Sénégal, interceptait leurs communications avec la rive gauche du fleuve, tandis que par la Baie de Portendic et le commerce Anglais, ils recevaient avec abondance, en retour de leur gomme, les vivres et les munitions dont ils avaient besoin. Ces objets, et surtout la poudre, les balles, et les armes à feu, forment toujours une portion essentielle des échanges ou des présens fournis par les Européens dans leurs transactions avec les Africains, mais alors ils étaient d'autant plus recherchés par les Trarzas, que la guerre leur en faisait éprouver un besoin plus pressant. Aussi l'équipage du brick de guerre le "Dunois," envoyé en mission à l'établissement Anglais de Ste. Marie sur la Gambie, y avait vu charger à bord des bâtimens destinés à Portendic, une quantité considérable d'armes et de munitions de guerre. Et le Gouverneur du Sénégal avait été d'autant plus à même d'apprécier l'influence de ces secours sur les Trarzas, que des agens de leur Roi étant venus à la Colonie du Sénégal faire quelques ouvertures de paix, la seule apparition d'un navire Anglais qui, escortant deux bâtimens de commerce, passa devant St. Louis, couleurs déployées, se dirigeant vers Portendic, suffit, suivant le récit de M. Pujol, pour inspirer subitement aux envoyés Maures des prétentions qui firent rompre sur-le-champ la négociation jusques là suivie avec succès.

Le Gouverneur (M. Pujol) savait en outre qu'il y avait à Portendic, dans un camp Maure, des agens Anglais qui y faisaient le commerce. Il pensait que cette installation était contraire à la clause qui défendait aux Anglais d'y former aucun établissement permanent d'aucun genre. Cette clause était même interprétée au Sénégal comme prohibant aux navires Anglais de commercer à l'ancre dans la Baie de Portendic. Par ces motifs, M. Pujol envoya dans cette baie sur le brick de guerre "le Dunois," le Commandant Lefèvre [? Lévêque] qui, le 8 Juillet, 1834, y trouva deux bâtimens Anglais nommés le "Governor Temple" et "l'Industry," commerçant avec le camp Maure, sur lequel se trouvait un pavillon Anglais.

Il écrivit aux capitaines de ces deux bâtimens, la lettre suivante :—

"M. le Capitaine,—Considérant que contre toutes les lois qui existent entre les nations civilisées, M. le Gouverneur de Ste. Marie de Gambie vous a envoyé à Portendic pour ravitailler journellement les Trarzas avec lesquels nous sommes en guerre, il a manqué par là à la reconnaissance qu'il devait au Gouvernement Français; eu égard, ensuite, à la composition de votre chargement qui ne peut être que d'un grand secours pour cette peuplade; enfin, conformément aux instructions que j'ai reçues de M. le Gouverneur du Sénégal, j'ai l'honneur de vous engager à appareiller immédiatement, et à ne vous livrer au commerce de la gomme avec les Maures du Cap de Portendic, que sous voiles, ainsi qu'il est stipulé par les Traités passés entre les deux Gouvernemens. Dans le cas où vous ne voudriez pas vous rendre à mon invitation, je vous prie de me donner votre refus par écrit, bien déterminé ensuite à vous y contraindre."

Les deux capitaines ayant refusé d'obéir à cette injonction, le lendemain, 9 Juillet, M. Lefèvre [? Lévêque] fit sortir de la baie le "Governor Temple," et après l'avoir conduit à St. Louis, il revint à Portendic, où il trouva "l'Industry," qu'il en expulsa le 19 Juillet, et le conduisit à l'Ile de Gorée. Mais ces mesures ne furent point soutenues, quoique les équipages mêmes des deux bâtimens fussent convenus d'avoir débarqué à Portendic une grande quantité de munitions*. Le Gouverneur Anglais de la Gambie réclama contre une

* Extrait d'une lettre de M. Pujol, du 19 Août, incluse dans celle du Ministre de la Marine du 1er Octobre, 1834 :—

"Ce qui est bien certain et de l'aveu même des équipages des deux bâtimens momentanément arrêtés par le 'Dunois,' c'est que la majeure partie de la cargaison des bâtimens Anglais consistait en poudres et en armes. Un brick-goëlette en a débarqué une immense quantité des premières, et les officiers du 'Dunois,' ont eu occasion de voir embarquer les armes à Ste. Marie."

interprétation du Traité qui aurait exposé les bâtimens Anglais, en ne commerçant que sous voiles, au danger continuel d'être brisés par la houle sur les bancs de la baie ; et M. Pujol se détermina à attendre les ordres du Ministre, en autorisant les deux bâtimens Anglais à retourner à Portendic, où le "Governor Temple" revint le 31 Juillet, après vingt-deux jours, et "l'Industry" après quatorze jours de détournement. Telle est la première des mesures qui ont donné lieu aux réclamations Anglaises.

Voici la seconde :—

M. Pujol avait rendu compte au Ministre de la Marine des événemens qui viennent d'être racontés, en exprimant l'opinion qu'il serait pourtant impossible de terminer la guerre avec les Trarzas, tant qu'ils seraient approvisionnés par le Portendic. D'après ce rapport, confirmé par la correspondance subséquente du Gouverneur, le Ministre lui avait répondu, en date du 12 Décembre, 1834: "Qu'il avait parfaitement le droit de mettre la côte de Portendic en état de blocus, qu'il aurait déjà dû l'avoir fait, et que du moment où il aurait reçu les renforts maritimes qui pouvaient lui être nécessaires pour rendre le blocus efficace, il n'avait qu'à l'établir, en donnant toutefois un avis préalable de son institution aux Gouverneurs Anglais de Gambie et de Sierra Léone."

Effectivement, M. Pujol ayant réuni les bâtimens de guerre dont il avait besoin, expédia aux deux Gouverneurs une déclaration, en date du 17 Janvier, 1835, annonçant que le blocus serait établi devant Portendic, le 15 Février suivant. L'accusé de réception du Gouverneur de Gambie est du 24 Janvier, et celui du Gouverneur de Sierra Léone du 4 Février. Tous deux protestèrent contre la mesure qui leur était communiquée, comme étant contraire à la faculté commerciale que l'Article XI du Traité du 1783 assurait aux Anglais, et ne pouvant par suite être établie qu'avec le consentement préalable du Gouvernement de Sa Majesté Britannique. Mais ces remontrances n'empêchèrent pas le Gouverneur du Sénégal d'expédier à Portendic la corvette "la Bordelaise" et le brick "la Gazelle," qui trouvèrent, le 14 Février, le brick du commerce Anglais "l'Eliza," trafiquant avec un camp de Maures établi sur le rivage, et muni de retranchemens.

Le commandant de "la Bordelaise" canona les Maures, leur tua deux hommes, et intima l'ordre de partir au capitaine de "l'Eliza," qui n'en tint aucun compte. Mais quoiqu'il n'eut point fait de préparatifs, il n'en fut pas moins expulsé le lendemain, 15 Février, jour de l'établissement du blocus, laissant à terre, à ce qu'il a dit depuis, sa cargaison ; et il résulte de l'état de cette cargaison, fourni par l'armateur, Mr. Redman, que malgré les promesses formelles faites par les autorités Anglaises*, six mois auparavant, d'empêcher l'envoi de munitions de guerre à Portendic, la seule "Eliza" en avait apporté pour plus de 1,000 livres sterling.†

"L'Eliza" arriva le 18 Février à la Gambie, dont le Gouverneur adressa de nouvelles réclamations à M. Pujol, qui n'en maintint pas moins les mesures qu'il avait adoptées. Depuis le départ de "l'Eliza" il ne parait pas qu'il se soit présenté à l'escadre bloquante, d'autres bâtimens Anglais que le "Prince Oscar" et le "Matchless," partis tous deux de Londres le 2 Mars, et qui furent repoussés de Portendic l'un de 6, l'autre le 9 Avril suivant.

Cependant la discussion sur la légalité du blocus avait passé des colonies aux métropoles. Elle sera reproduite plus bas. Il suffira de noter ici que l'Amiral Duperré, Ministre de la Marine, ayant consenti à changer le blocus en un droit de visite à bord des bâtimens Anglais pour s'assurer qu'il n'y avait pas de munitions de guerre, avait mis à ce changement les conditions suivantes :—

En premier lieu, que le blocus serait repris, si l'expérience montrait l'insuffisance du droit de visite ; 2e, que non seulement les bâtimens, mais encore les embarcations qui des bâtimens allaient à terre, pourraient être visités ; en troisième lieu, que les Français conserveraient le droit de canoner la côte et d'y poursuivre à toute outrance leurs ennemis.‡ Mais lorsque ces conditions, qui n'avaient donné lieu à aucune objection de la part du Ministère Anglais, furent commu-

* Lettre de M. Rendall, Gouverneur de la Gambie, en date du 12 Août, 1834.

† Mémoire de Mr. Redman, état du chargement de "l'Eliza."

‡ Lettre du Ministre de la Marine au Ministre des Affaires Etrangères, en date du 8 Juillet, 1835.

niquées au Gouverneur de la Gambie, les vives réclamations qu'il éleva sur les deux derniers points auraient amené les plus graves difficultés, si la paix n'eut été heureusement conclue entre le Sénégal et les Trarzas avant l'essai de cette difficile surveillance.

Cette paix, signée avec les Trarzas le 30 Août, et avec le Brack du Walo, leur auxiliaire, le 4 Septembre, 1835, excita les défiances des négocians Anglais, qui n'ayant vu dans la guerre qu'un artifice pour leur interdire le commerce de la gomme, supposaient que le traité de paix devait tendre au même but par quelque clause qui interdirait aux Trarzas le commerce de Portendic. Ce soupçon donna même lieu à une note de M. l'Ambassadeur d'Angleterre du 16 Novembre, 1835. La réponse du Ministre des Affaires Etrangères lui fit connaître la vérité. Le rétablissement des anciens traités qui protégeaient les établissemens Français sur la rive gauche, et la renonciation, pour le Roi des Trarzas et ses enfans issus de la Princesse Guimbotte, à toute prétention à la Couronne du Walo, atteignaient parfaitement le but de la guerre, et formaient par le premier article, la substance du traité. Les autres stipulations n'étaient relatives qu'au rétablissement des bons rapports entre les deux nations, et à la réparation des effets de la guerre.

Tels sont les faits qui se sont passés sur la côte du Sénégal en 1834 et 1835, et qui plus d'une année après la paix conclue avec les Trarzas, ont donné lieu à un office en date du 19 Décembre, 1836, par lequel Monsieur l'Ambassadeur d'Angleterre a demandé que le Gouvernement Français fit droit aux réclamations suivantes.

II. Division.—Indemnités réclamées.

Trois maisons Anglaises: 1°. MM. Forster et Smith; 2°. M. Harrison; 3°. MM. Isaacs et Redman; réclament des indemnités pour les pertes qu'ils disent avoir souffertes par suite des mesures adoptées avant et pendant le blocus de Portendic, mesures qu'ils considèrent comme illégales. En voici le détail:

Avant le Blocus.

1°. MM. Forster et Smith. On a vu que le "Governor Temple" appartenant à ces négocians, et expulsé de la Baie de Portendic le 9 Juillet, y avait repris le cours de ses opérations le 31 du même mois. Pour ce déplacement de vingt-deux jours, les armateurs demandent,—

1°. Pour loyer de navire, 151 livres sterling.

2°. Pour un second voyage que le "Governor Temple" aurait fait pendant la saison de la traite de la gomme, qu'il n'a pu faire à cause de son déplacement, et qui aurait infailliblement rapporté aux armateurs, suivant leur supposition, au moins 2,000 livres sterling.

3°. Pour le danger que pouvait courir leur agent, M. Pellegrin, qui était en toute confiance à terre au milieu des tribus Maures, tant que le "Governor Temple" était en rade, mais qui après son départ avait pris station à bord de "l'Industry" où il s'est trouvé prisonnier pendant neuf jours; pour ce danger et cette détention, évalués d'abord par M. Pellegrin à 2,000 livres sterling, mais modérés par les armateurs, à 150—Total 2,301 livres sterling,* ou 57,525 francs.

2°. M. Harrison. Le brick "l'Industry" expulsé par le "Dunois" le 19 Juillet, était retourné à Portendic le 1er Août, mais son armateur, M. Harrison, prétend que les conséquences de ce dérangement de quatorze jours ont été pour lui d'autant plus préjudiciables, que le chargement de gomme de "l'Industry," versé dans la Gambie sur "l'Elizabeth," n'a pu, par suite de ce retard, arriver sur les marchés de Londres qu'à une époque où les prix étaient baissés.

En second lieu, "l'Industry" devait faire et a fait un second voyage de la Gambie à Portendic, voyage qui aurait dû être très profitable quinze jours plus tôt, mais qui n'a rien rapporté, parcequ'à l'époque de l'arrivée du bâtiment, le marché de la gomme était épuisé: en sorte que les pertes occasionnées par ces mécomptes, jointes à l'injure personnelle faite au subrécargue, M. Hughes, en le retenant prisonnier à bord de son bâtiment pendant neuf jours, ne peut,

* Voir la réclamation Forster et Smith, et le No. 1 de l'Appendix.

suivant M. Harrison, être évalué à moins de 1,535 livres sterling, soit 38,375 francs.*

3°. MM. Isaacs et Redman. Le "Governor Temple" et "l'Industry" ont été les seuls bâtimens expulsés au mois de Juillet, mais le "Matchless," appartenant à MM. Isaacs et Redman, avait antérieurement débarqué à Portendic sa cargaison ainsi que son subrécargue, M. Pinsent. Pendant que le "Matchless" était retourné à Gambie prendre un nouveau chargement, M. Pinsent avait pris station à bord de "l'Industry:" de là son voyage forcé à Gorée sur ce bâtiment, et pendant ce voyage, d'après son récit, le pillage par les Maures, de la cargaison du "Matchless" et des hardes de M. Pinsent qui étaient demeurées à terre. La valeur de cette cargaison supposée perdue, celle des bénéfices qu'elle aurait procurés et qui sont évalués à 100 pour cent; enfin le prix des hardes et celui des services de M. Pinsent pendant neuf jours, qui ont été également perdus, élèvent la réclamation de M. Redman à une somme totale de 1,263 livres sterling, soit 31,575 francs†.

En sorte que les indemnités réclamées pour le détournement momentané du "Governor Temple" et de "l'Industry," s'élèvent pour les trois maisons réclamantes, au total de 5,098 livres sterling, ou 127,475 francs.

Pendant le Blocus.

Arrivant aux pertes occasionnées par le blocus, Messieurs Redman et Isaacs calculent que leur bâtiment "l'Eliza," prévenu du blocus le 14 Février et expulsé le 15 de la Baie de Portendic, a laissé à terre une cargaison valant £5,743. 9*s*. 1*d*. A cette somme ajoutant les pertes occasionnées aux armateurs par le renvoi des bâtimens le "Matchless" et le "Prince Oscar" de Portendic, que la suspension du voyage que devaient y faire deux autres bâtimens, "Marmion" et "Meta," par le dérangement de tous leurs calculs, par la non-réalisation des engagemens qu'ils avaient contractés, et des bénéfices qu'ils auraient dû faire; ces Messieurs estiment qu'ils ont droit à réclamer du Gouvernement Français pour le blocus de Portendic, une somme de 50,219 livres sterling, soit 1,255,475 francs.‡

Messieurs Forster et Smith, qui avaient acheté pour le marché de Portendic du blé et 11,892 pièces de bafts, que le blocus ne leur a pas permis d'envoyer, réclament pour le blé qui s'est avarié £433. 6*s*. 8*d*. Et pour les toiles qui leur sont restées et qu'ils ont pu vendre l'année suivante à Portendic, mais qui faute d'être vendues en 1835, les ont privés cette année là d'un bénéfice net qu'ils ne sauraient évaluer dessous de £20,488. 2*s*. 6*d*. dont la France par suite est débitrice, ci £20,488. 2*s*. 6*d*., faisant un total de £20,921. 9*s*. 2*d*., ou 523,055 francs.

Monsieur Harrison demande pour 154 livres sterling de blé qu'il n'a pu vendre à cause du blocus, et pour le bénéfice qu'il aurait fait sur 9000 pièces de guinées qu'il n'a point achetées, mais qu'il aurait infailliblement achetées sans le blocus, 12,750 livres sterling, ou 317,750 francs.

Total des indemnités réclamées pour le blocus, £86,891. 2*s*. aux quelles joignant £5,098 réclamées pour le "Governor Temple" et "l'Industry," on trouve une demande totale de £88,998 2*s*., ou 2,223,755 francs, avec les intérêts à quatre pour cent depuis 1835.

On voit par ce détail, avec quelle latitude ces trois maisons ont usé du droit de réclamation, donnant pour des pertes réelles la privation des bénéfices les plus arbitrairement supposés, portant en ligne de compte des gains espérés sur des opérations imaginées et non commencées, grossissant leurs réclamations à elles trois au niveau, à très peu de chose près de la valeur de tout le commerce du Sénégal avec la France, pendant l'année 1835 ;§ enfin, voulant selon toute apparence réaliser par le commerce qu'ils n'ont pas fait en une année, un bénéfice qu'ils ne pourraient espérer d'un commerce réellement pratiqué pendant beaucoup plus longtemps.

Mais sans s'arrêter davantage au chiffre de ces réclamations, le Comité s'empressera d'en examiner le fondement.

* Réclamation Harrison. † Réclamation Redman. ‡ Réclamation Redman.

§ Il se monte à 2,366,227 francs 41 centimes. Voir les états de commerce relatifs aux colonies Françaises pour l'année 1835—Extraits des Annales Maritimes et Coloniales, partie non-officielle, 1837.

III. Division.—Discussions des argumens employés à l'appui de ces Réclamations.

Pour démontrer l'illégalité des mesures adoptées à Portendic, les Anglais se fondent principalement sur les trois moyens suivans:—1°. Portendic n'est pas situé sur le territoire Trarza:—2°. L'Article XI du Traité de 1783 s'opposait à toute restriction du commerce Anglais dans cette baie:—3°. Cette interdiction calculée dans un but commercial et non militaire, n'était point nécessaire à la terminaison de la guerre. Il s'agit donc d'examiner,—1°. Une question de géographie:—2°. Une question de droit:—3°. Une question de faits.

Ad primum.—Question de Géographie.

Quel est le peuple qui occupe le territoire où se trouve situé Portendic?

Les Anglais, pour établir une théorie qui paraît nouvelle en géographie, savoir, que les Trarzas n'occupent pas le territoire de Portendic, insistent principalement sur les dépositions Anglaises de Monsieur Rendall, frère du Gouverneur de la Gambie, et de Monsieur Isaacs, l'un des négocians les plus intéressés au succès de la réclamation dont la déposition a pour but de démontrer la justice. Ils invoquent aussi l'ouvrage de Monsieur Durand, Français, Directeur de la Compagnie du Sénégal en 1785, et l'histoire générale de la côte de Portendic. Le Comité a cherché avec soin à apprécier ces autorités.

Suivant Monsieur Rendall, employé au Sénégal durant l'occupation Anglaise de cette colonie, le territoire d'Arguin et de Portendic, étranger au territoire des Trarzas, est occupé par la race des brigands Ouadelins, banditti du Désert de Sahara, vivant de pêche, de vol, et du produit des naufrages; tandis que les Trarzas se distinguent d'eux autant par leur taille et leurs vêtemens, que par leurs mœurs pastorales. Ils subsistent du produit de leurs troupeaux dans l'intérieur de leurs forêts à cent milles de la côte, ne venant que bien armés, de peur des Ouadelins, vendre leur gomme à Portendic, et ne réclamant d'ailleurs sur cette côte ni droit de souveraineté ni part dans les naufrages.* Le Comité rapprochant de ces renseignemens ceux qui lui ont été fournis par les livres de géographie, a reconnu qu'il existe effectivement sur la côte occidentale de l'Afrique des tribus renommées pour leurs brigandages, mais qu'elles sont situées au nord d'Arguin, et, par conséquent, fort au nord de Portendic. D'ailleurs, le commerce qui se fait sur ce point n'aurait probablement pas lieu avec les brigands qui volent les caravanes, mais avec les Trarzas, qui, bien armés, y apportent leur gomme, d'après Monsieur Rendall. Ainsi, ce serait toujours au commerce des Trarzas que le blocus apporterait un terme, et la question ne serait pas changée. Mais, en outre, suivant le même déposant, lorsqu'en 1816, l'équipage de la "Medusa," naufragée à Arguin, se fut réfugié à Portendic, le Roi des Trarzas réclama itérativement une récompense pour chaque naufragé, en vertu de ses droits de souveraineté sur cette côte; récompense refusée par le Gouvernement Français, parcequ'il ne reconnaissait pas ces droits de souveraineté sur une côte appartenant à la France.† Ce refus est donc naturel, mais l'insistance du Roi des Trarzas prouve qu'en opposition directe avec ce qui avait été dit plus haut par Monsieur Rendall, ce chef Maure exige une part dans le produit des naufrages, et considère Portendic comme faisant partie de son territoire.‡

Suivant le mémoire des trois réclamans et Monsieur Isaacs, cette côte relèverait principalement de l'Empereur de Maroc. Toutefois, comme aucune intervention de la part de ce Souverain dans les affaires concernant Portendic, n'a révélé l'existence de cette souveraineté, le Comité s'occupera seulement de ce que dit Monsieur Isaacs au sujet des peuplades avec lesquelles il commerçait à Portendic. Le registre qu'il y tenait des noms des tribus auxquelles il avait affaire lui a fourni une trentaine de noms de tribus, parmi lesquelles il met les Trarzas, et dont les autres seraient étrangères à cette nation. Cependant, il faut remarquer que la nation des Trarzas se divise elle-même en un grand nombre de kabyles ou tribus, ayant toutes des noms particuliers; les Aulad-Alchars, les Tagha-Karaginntes, les Decors, les Tagounantes, les Degoustiers, les Baricales, les

* Déclaration de M. John Rendall. Londres, 6 Avril, 1836.
† Déposition de M. Rendall, ut suprà.
‡ Portendic Claims, General Case, with Appendix.

Dajmades, les Dégousates, sont mentionnés comme des tribus Trarzas, pour les dévastations des quelles le Roi de cette nation donna satisfaction en 1829, et qui habitent les environs de Portendic. Les livres de géographie en citent d'autres. Il ne suffit donc pas, dans le système de Monsieur Isaacs, qu'il ait vu à Portendic des tribus de différens noms, mais il faut qu'il prouve que ces tribus ne sont pas Trarzas, car ce système est en opposition non seulement avec tous les renseignemens venus du Sénégal, mais encore avec tous les livres et cartes de géographie consultés par le Comité, et qui donnent Portendic aux Trarzas en général, ou à une tribu de cette nation comme les Aulad-Dahmans en particulier.* Sa déposition ensuite, loin de fortifier celle de Monsieur Rendall, la contredit; car ce ne sont plus les brigands Ouadelins qui occupent habituellement le territoire de Portendic, mais la race pacifique des Aulad-on-Bisba, qui construit dans la saison de la traite des huttes passagères pour les marchands de gomme arrivant à Portendic.† Il est vrai, que suivant lui, le chef de ces Aulad-on-Bisba se prétendait indépendant des Trarzas, maître et seigneur de père en fils de la côte de Portendic, sur laquelle on ne pouvait commercer qu'après lui avoir payé tribut. Toutefois, suivant le même Monsieur Isaacs, le Roi des Trarzas lui certifia que les Français du Sénégal lui avaient offert 5,000 dollars, ou plus encore, s'il était nécessaire, pour que lui, Mohammed-el-Habib, *voulut détruire le commerce Anglais à Portendic, et faire verser toute la gomme aux escales du fleuve.* Ce n'est donc pas le chef des Aulad-on-Bisba qui est le maître à Portendic. Ce sont les Trarzas auxquels on s'adresse pour en fermer le marché. Ce sont eux qui y font le commerce, et qui y dominent, ou plutôt ce chef Aulad-on-Bisba est lui-même sujet du Roi des Trarzas, et ne s'est vanté de son indépendance à Monsieur Isaacs, que dans le but d'en obtenir l'argent que celui-ci raconte lui avoir donné.

On peut opposer en outre à ces dépositions une enquête judiciaire sur cette question faite par ordre du Gouvernement Français à St. Louis du Sénégal, et close le 4 Septembre, 1835. Il en résulte que quatorze des hommes les plus âgés et les plus instruits de la colonie avaient uniformément déposé sous serment, " Qu'à leur connaissance, la côte depuis la Rivière de St. Jean jusqu'à Portendic, faisait partie du territoire occupé par les Trarzas; que c'est le Roi de ces peuples et ses Princes qui perçoivent les coutumes ou tributs exigés pour le commerce sur cette côte; que des tribus dépendantes du Roi des Trarzas sont les seules qui la fréquentent, à l'exception du cas où la guerre existe entre la Colonie du Sénégal et le Roi des Bracknas, car alors l'Escale du Coq, par où se fait le commerce de ces derniers, leur étant fermée, ils apportent leur gomme à Portendic."

Les Envoyés Trarzas qui se trouvaient à St. Louis au moment de l'enquête, avaient confirmé ces dépositions par les leurs, ajoutant que leur territoire s'étendait au nord jusqu'à Gadir, au-dessus d'Arguin, et que là commençait le territoire des Ouadelins‡.

Mais, disent les Anglais, M. Durand, dans son ouvrage publié en 1802, dit que l'Escale du Coq était réservée aux Trarzas; comment donc peut-elle servir aux Bracknas?

A cet égard le Comité s'est convaincu par la lecture de la correspondance du Sénégal, que quelle que fut la destination de l'Escale du Coq en 1785, de nos jours elle n'est aucunement fixée pour le commerce avec les Trarzas, puisqu'on trouve dans un Traité de 1824,—

" Amar et les Princes Trarzas s'obligent à faire ouvrir chaque année une escale aux époques ordinaires, sur les bords du fleuve."

Et dans celui du 30 Août, 1835, (Article IV.)—

" Le Gouvernement Français, voulant donner une preuve de son désir sincère de rétablir la bonne harmonie entre les Trarzas et le Sénégal, consent, malgré les hostilités qui ont suivi immédiatement la traite de la gomme en 1833, à payer les coutumes à venir, en outre des traités en vigueur à cette époque, ainsi que celles de 1835, dans le cas où la traite aurait lieu cette année à une escale *qui sera désignée d'un commun accord.*"

* Adrien Balbi, Paris, 1833, pages 887 et 922; Malte Brun, par Huot, vol. x, page 374; Dictionnaire Géographique, Voyage en Afrique de Golberry; Enquête close à St. Louis du Sénégal, le 4 Septembre, 1835.

† Lettre de M. Isaacs en date du 27 Août, 1835, et sa déclaration en date du 8 Décembre, 1836.

‡ Enquête à St. Louis, le 4 Septembre, 1835.

On voit par ces citations, que l'Escale des Trarzas est indéterminée; les négocians Anglais pourront en outre s'assurer par leurs émissaires, que l'Escale du Coq sert habituellement aux échanges de la colonie avec les Bracknas. Mais les Anglais, citant de nouveau M. Durand, rappellent qu'on trouve dans trois traités cités dans son ouvrage, et conclus, l'un avec les Trarzas, l'autre avec les Bracknas, et le troisième avec les Marabouts Darmancours, un article conçu exactement dans les mêmes termes, et par lequel les Bracknas et les Marabouts promettent tout aussi bien que les Trarzas, " d'employer tous leurs moyens pour intercepter et supprimer totalement le commerce que les Anglais pourraient faire à Portendic, soit avec leurs sujets, soit avec toute autre nation ou particuliers qui passeraient à cet effet dans leur pays."

D'où les Anglais concluent que les Darmancours et les Bracknas font autant le commerce, et exercent autant d'influence à Portendic que les Trarzas, et que les dépositions du Sénégal qui disent le contraire sont sans valeur.

Il faut observer toutefois, que le traité n'est pas le même pour les trois nations. La promesse contenue dans l'Article qui leur est commun, est subordonnée pour chacune des trois nations *à leurs moyens;* c'est à dire, n'engage nullement à rien. Mais il n'en était pas de même avec les Trarzas en particulier. Non seulement leur Roi Ali Kouri montre dans son traité la position géographique de son territoire par ce titre que seul il prend, de *Roi sur la côte occidentale de l'Afrique*, mais, en outre, il se soumet par l'Article V, à souffrir une diminution dans sa coutume, s'il n'accomplit pas l'engagement qu'il contracte.

Ali Kouri, y est-il dit, voulant sérieusement tenir sa promesse, et se faisant fort de l'exécution, consent à la retenue sur sa coutume de deux pièces de guinées par chaque kantar de gomme qui sera transporté à Portendic*. Cet engagement que lui seul prend, montre aussi que lui seul est maître de ce marché.

Une dernière objection tirée de l'ouvrage de M. Durand, est présentée par les Anglais. M. Brisson, dont M. Durand raconte le naufrage, tomba sur la côte occidentale d'Afrique, non dans les mains des Trarzas, mais dans celles des Labdessebas, qui n'avaient aucune déférence pour le Roi des Trarzas; mais pour que cette circonstance eût quelque valeur, il faudrait que M. Brisson eut fait naufrage à Portendic, et non, comme le dit M. Durand, *dans une anse entre les Iles Canaries et la Côte d'Afrique*†. Ce qui indique un point beaucoup plus élevé vers le nord, conformément aux cartes de géographie qui placent les Trarzas à Portendic et les Labdessebas au nord des Trarzas.

D'ailleurs, pour en finir avec M. Durand, qui cite si souvent et si mal à propos, le Comité doit rappeler que cet auteur, établissant à la page 265 du 1er volume de son ouvrage, que les Trarzas occupent tous les pays compris entre Arguin, la Rivière St. Jean, et le Sénégal, et campent habituellement sur les terres d'Arguin et de Portendic, contredit formellement le système allégué par les Anglais.

Il en est de même de l'histoire, qui, au lieu de montrer les Trarzas étrangers, comme le dit le Mémoire Anglais‡, aux contestations qui eurent lieu sur la côte de Portendic depuis un siècle et demi, témoigne, au contraire, qu'ils étaient maîtres de toute la côte depuis Arguin jusques et y compris Portendic; qu'ils prirent une part active aux luttes des Européens; et que le Fort de Portendic nommément, fut cédé aux Français par deux traités confirmatifs l'un de l'autre en date de 29 Juillet, 1717, et 6 Mars, 1723, conclus avec Ali Kandora, fils d'Addi, chef de la nation Trarza§. En sorte qu'à ces époques ce sont les Trarzas qui cèdent Portendic; ce sont eux qui en 1785, suivant M. Durand, sont à Portendic, et répondent de son marché; qui en 1816, suivant M. Rendall, réclament la souveraineté de Portendic, et auxquels en 1836, suivant M. Isaacs, on a recours pour empêcher le commerce de Portendic. Ainsi, sans insister sur l'enquête faite à St. Louis, et sur toutes les autorités précédemment indiquées par le Comité, il suffit de celles mêmes citées par les Anglais, pour prouver que les Trarzas occupent Portendic, et que pendant la guerre de cette nation avec le

* Durand, vol. ii, p. 38. † Durand, vol. i, p. 3.

‡ Portendic Claims, General Case.

§ Voir l'ouvrage du P. Labat, Nouvelle Relation de l'Afrique Occidentale. Paris, 1728, vol. i, pages 53, 111, 113, et 160.

Sénégal cette côte n'est pas à l'époque de la traite de la gomme un point neutre, mais une côte possédée de droit par la France, et occupée de fait par ses ennemis.

Ad Secundum.—Question de Droit.

Des effets de l'Article XI du Traité de 1783, et de l'illégalité des mesures adoptées à Portendic.

Les Anglais prétendent que les nécessités mêmes de la guerre ne pouvaient autoriser la France à suspendre, sans le consentement de la Grande Bretagne, la faculté commerciale stipulée à l'Article XI du Traité de 1783. A cet argument fondamental ils ajoutent trois objections :—

1. Le Gouvernement Français n'avait pas le droit d'établir un blocus, mais seulement une inspection dans la Baie de Portendic sur les bâtimens Anglais, pour empêcher l'apport des fournitures de guerre.

2. Le blocus même était illégal, faute de notification préalable à Londres.

3. En tout cas, l'expulsion de "l'Industry" et du "Governor Temple" avant le blocus, sur une interprétation erronée du Traité, ne pouvait manquer de donner droit aux indemnités.

Mais avant que d'apprécier ces argumens, le Comité doit répondre à une assertion répétée dans les mémoires Anglais, et qui consiste à supposer qu'un écrit émané du Gouvernement Français avait donné au Gouvernement de Sa Majesté Britannique l'assurance qu'il ne serait point établi de blocus devant Portendic*.

Le Comité s'est assuré, par un examen attentif du volumineux dossier qui lui a été communiqué, que les Anglais avaient été mal informés à cet égard.

En opposition ensuite à l'objection fondamentale tirée de l'Article XI, il a paru certain au Comité, que la France avait à établir le blocus devant Portendic un intérêt de conservation qui, malgré l'Article XI, lui donnait à prendre cette mesure un droit parfait, et dont seule elle était juge.

Un intérêt de conservation, en effet le seul moyen de dompter des Africains nomades dans des sables brûlans, est souvent de les priver des approvisionnemens Européens nécessaires à leurs habitudes, et surtout à leurs besoins en temps de guerre. C'est ce que la Grande Bretagne a reconnu en ne comptant pour dompter en 1826 les Gallinas, et en 1827, les Ashantées, que sur de grands blocus. Si donc l'Article XI avait pu interdire le blocus contre les Trarzas, et leur assurer sur la côte de Portendic à l'ombre de l'étendard de la Grande Bretagne, et en retour de leur gomme, les fournitures et munitions des bâtimens Anglais, l'Article XI aurait stipulé la ruine du Sénégal, en assurant à ses ennemis l'impunité et d'inépuisables ressources pour faire la guerre. Aussi le droit des gens refuse une pareille autorité à l'Article XI, établissant formellement, qu'en temps de guerre le droit de conservation, le premier et le plus impérieux de tous, suspend momentanément un droit plus faible, et tacitement subordonné à l'autre, tel qu'un droit de passage ou de commerce qui se trouve en conflit avec celui-là. Tous les auteurs qui ont écrit sur ces matières s'accordent sur ce point.

Rayneval dit, dans le cas de propre conservation tout doit céder. "Tout engagement, toute obligation cessent, c'est là ce que nous enseignent les articles primordiaux de la loi naturelle."

Albericus gentilis. "Les droits du commerce sont légitimes, mais ceux de son propre salut sont encore plus respectables, les uns sont fondés sur le droit des gens, les autres sur celui de la nature. Le premier est un droit d'intérêt privé, le second un droit de sûreté nationale."

Et Lampredi. "Devrais-je pour conquérir la victoire, verser encore du sang que j'aurais épargné sans l'arrivée de ce vaisseau de commerce? Certes pas!"

La France avait donc un droit parfait à établir le blocus devant Portendic, et un droit dont elle seule était juge, car il est impossible à une nation de subordonner l'emploi de ses moyens de salut à la décision souvent intéressée d'un autre peuple.

Passant ensuite aux trois dernières objections, et voulant montrer leur peu de fondement, non seulement d'après les circonstances spéciales, mais encore en se basant sur l'exemple des Anglais, le Comité se bornera à citer deux de leurs derniers blocus. Le premier est celui de l'Amiral Cochrane, qui, en date des Bermudes, le 2 Avril, 1814, achevait d'étendre son blocus à toutes les côtes des Etats de l'Amérique du Nord. Le second, celui qui fut établi depuis Camalay

* Lettre à Mylord Palmerston, du 22 Mai, 1837.

jusqu'à Capo Monte par une proclamation du Général Turner, Gouverneur des établissemens Anglais en Afrique, Cette proclamation, datée de Free-Town, le 4 Mars, 1826, dans le but de poursuivre la guerre avec plus de vigueur, et d'interdire aux ennemis les approvisionnemens qu'ils étaient supposés recevoir par le commerce étranger, établissait un stricte et rigoureux blocus, c'est-à-dire la défense de toute communication commerciale sur quarante lieues de côte, "à *partir*," est-il dit dans la proclamation, "*de la date de ces présentes.*" Effectivement, un bâtiment Français, "l'Atalante," qui commerçait dans ces parages, expulsé de la côte une première fois, à sa seconde apparition fut confisqué. Mr. Canning, dans sa note du 10 Novembre, 1826, doutait qu'il y eût aucune irrégularité dans l'absence de notifications de ce blocus, et soutenait qu'en tout cas il était légitime dans son institution, comme dans ses opérations, "parcequ'il provenait, disait-il, d'un état d'hostilité avec les naturels de la côte, et qu'il avait pour but de les forcer à conclure la paix." Aussi ne parait-il pas que les armateurs de "l'Atalante" aient pu obtenir aucune indemnité.

Maintenant, examinant en premier lieu l'obligation qu'on voulait imposer à la France de réduire son blocus à un simple droit de visite, il faut remarquer que le Ministère de la Marine en finissant par y consentir, non seulement n'avait pas renoncé à reprendre le blocus, si la visite était insuffisante, mais avait ajouté à ce droit de visite, comme en étant inséparables, deux conditions que le Gouvernement de la Gambie ne voulait point admettre, alléguant surtout qu'on ne pouvait commercer au milieu des coups de canon. Sous ce rapport, son objection était fondée, mais par là même elle montrait que cette concession de la part de la France était impraticable, car pour la rendre possible il aurait fallu faire ce que demandait le Gouverneur de la Gambie, c'est-à-dire, que la France, renonçant au droit le plus certain et le plus important de la guerre, celui de poursuivre ses ennemis, leur garantit sur son territoire, et en présence de ses propres vaisseaux, la sécurité des échanges qui avaient pour résultat de faciliter la continuation de la guerre contre elle. Ce seul exposé de la réclamation Anglaise montre qu'elle ne pouvait être admise.

2°. A l'égard de la signification du blocus, qui aurait dû être, préalablement à ses opérations, transmise à Londres, le Comité fera d'abord remarquer que ce blocus dépendait tellement des circonstances et des bâtimens de guerre nécessaires pour le rendre réel, que le Ministre de la Marine, après l'avoir autorisé, dut en abandonner la fixation au Gouverneur du Sénégal, à charge pour lui d'en prévenir à l'avance les autorités des colonies Anglaises où se préparaient le plus habituellement les expéditions pour Portendic. C'est ce qu'il a fait; et l'avis de ce blocus, expédié de la Gambie le 26 Janvier, 1835, a pu arriver à Londres avant le 2 Mars, époque du départ du "Matchless" et du "Prince Oscar," les deux seuls bâtimens qui paraissent avoir été repoussés de Portendic depuis que le blocus y était établi; mais quoiqu'il en soit, toutes les guerres présentent des exemples de blocus amenés par des circonstances militaires, et repoussant légitimement tous les bâtimens qui se présentent, quoique le pays d'où ces bâtimens proviennent, n'aient pu recevoir de notification. C'est ce que prouve celui de l'Amiral Cochrane, qui, non seulement, vu son immensité, ne pouvait être réel, mais qui, malgré son importance, ne fut connu officiellement en Europe que six semaines après son établissement; ou bien encore que le blocus du Général Turner, qui était établi "*à partir de ces présentes,*" c'est-à-dire, sans aucune notification préalable.

Ces blocus doivent également être cités dans la troisième et dernière question concernant l'expulsion de la Baie de Portendic, au mois de Juillet, 1834, du "Governor Temple" et de "l'Industry;" car, quelque opinion qu'on puisse avoir sur les interprétations de M. le Général Pujol, touchant le commerce sous voile, il est certain que le but de sa démarche était d'interdire l'entrée de la Baie de Portendic aux bâtimens qui approvisionnaient les Trarzas. Si donc, aux yeux du Gouvernement Anglais, l'Amiral Cochrane et le Général Turner, dans le but de mieux faire la guerre, ont pu légitimement prononcer d'un trait de plume l'interdiction immédiate de toute communication entre les bâtimens neutres et une immense côte étrangère, n'est-ce pas en vertu d'un droit encore plus fort que le Gouverneur du Sénégal a pu interdire un point déterminé de la côte aux pourvoyeurs en munitions de l'ennemi? Ne pouvait-il même pas, d'après cet exemple, maintenir l'expulsion de ces bâtimens, en maintenant dès lors un stricte et rigoureux blocus?

Mais, il y a plus, Portendic étant cédé et garanti à la France par l'Angleterre,

et la mer territoriale que sa baie renferme étant Française, les nécessités de la guerre qui suspendaient l'Article XI, autorisaient la France à expulser de cette baie les vaisseaux Anglais d'une manière temporaire ou permanent, non seulement à titre de blocus, mais encore à un titre supérieur et par l'exercice du droit de souveraineté.

La fermeture de la Baie de Portendic était donc un acte de jurisdiction nationale, comme celle d'un port de France, et, par conséquent, cette mesure ne pouvait donner lieu à aucune réclamation étrangère. Il a donc paru au Comité, qu'indépendamment des autres motifs allégués, ce seul droit de souveraineté aurait suffi pour légitimer les mesures adoptées à Portendic pendant la guerre, et qui ont donné lieu aux réclamations des négocians Anglais.

Ad tertium:—Question de Fait.

L'interdiction du commerce à Portendic calculée dans un but commercial et non militaire, n'était point nécessaire à la terminaison de la guerre.

Il a paru au Comité que pour justifier cette assertion, les négocians Anglais n'alléguaient que des faits sans portée, ou des conjectures sans fondement. Les colons du Sénégal, disent-ils, considéraient les conséquences du blocus comme devant leur être favorables. Un Monsieur Valentin, quoique directeur de la Compagnie du Sénégal, écrivait de la Gambie, qu'en l'année 1835 il espérait accaparer toute la gomme des Trarzas. Le Comité a pensé qu'il ne devrait s'occuper des calculs des négocians, que s'il était prouvé qu'ils avaient influé sur les déterminations du Gouvernement.

Mais quelle argumentation peut-on établir sur des espérances sans explications, rapportées dans une lettre sans authenticité, attribuée à un individu sans autorité? Toutefois, disent-ils, pendant que le Gouverneur du Sénégal se montrait si sévère à Portendic, il n'interdisait pas le commerce qui se poursuivait activement à l'Escale du Coq, réservée, suivant Monsieur Durand, aux Trarzas; et, en tout cas, ceux-ci étaient approvisionnés par les Bracknas, avec lesquels la Colonie du Sénégal continuait à commercer.

L'Escale du Coq, ainsi qu'il a été démontré dans la première discussion, ne sert pas de nos jours aux Trarzas; et on a pu voir par l'Article IV du Traité conclu en 1835, et cité précédemment, que les Français témoignaient, pour renouer avec les Trarzas des relations commerciales, un empressement qui montre qu'elles avait été totalement rompues pendant la guerre.

Quant à étendre cette rupture de communication à tout le reste de l'Afrique, pour empêcher l'infiltration des approvisionnemens par d'autres peuples chez les Trarzas, le Comité pense que les Anglais n'avaient pas plus de droit à l'exiger qu'ils n'en auraient à interdire le commerce avec les Hollandais, s'ils étaient en guerre avec la Belgique.

Vient enfin l'observation que la mésintelligence a duré pendans cinq ans, depuis 1824 jusqu'en 1829, entre les Trarzas et la Colonie du Sénégal, sans que celle-ci ait établi le blocus à Portendic. En premier lieu, la correspondance du Sénégal prouve, qu'au moment de la conclusion de la paix, si elle avait été encore retardée, le blocus allait être établi; mais ensuite, en prenant le fait tel qu'il est allégué, le Comité en tirera des conclusions tout opposées au système Anglais. En effet, s'il a fallu cinq années d'hostilité (de 1824 à 1829) pour amener sans blocus les Trarzas à faire la paix, si la guerre depuis Juillet, 1833, jusqu'en Février, 1835, n'a également sans blocus produit aucun effet, et si, au contraire, six mois après l'établissement du blocus, la paix s'est trouvée négociée, agréée, conclue, n'est-il pas bien établi:—1. Que le blocus s'appliquait aux Trarzas, puisqu'il les a promptement domptés;—2. Qu'il présentait bien la seule mesure efficace contre eux, puisque seul il a réussi;—3. Et, en dernier lieu, que le Gouvernement du Sénégal ne s'en étant servi que pour abréger la guerre, a montré à la fois la justice et la nécessité de ce blocus? Ce rapprochement donc suffirait à lui seul, pour résumer la discussion qui vient d'avoir lieu, et pour démontrer que les trois bases des réclamations Anglaises contre les mesures adoptées au Sénégal n'étaient pas fondées.

En résumé, il a paru au Comité, que d'après les aveux mêmes des négocians Anglais, la guerre du Sénégal avec les Trarzas ayant singulièrement ravivé le commerce de Portendic, ces négocians trouvaient dans les livraisons de vivres, d'armes et de munitions qu'ils faisaient dans cette baie, le double avantage d'un

bénéfice présent, et de la chance d'un bénéfice futur, par l'aliment qu'ils fournissaient à la guerre ; que, dans cette situation, les autorités Françaises avaient pris contre ce commerce des mesures longtems différées et promptement adoucies par les ménagemens si naturels à la France pour un Gouvernement ami et allié, mais d'autant plus fondées en droit : 1. Que les nécessités de la guerre suspendaient le privilège commercial de l'Article XI ;—2. Que les négocians Anglais devenaient, par leur commerce, auxiliaires des Trarzas, et comme acteurs dans la guerre dirigée contre les Africains ;—3. Parceque ces mesures étaient autorisées par celles dont avaient souvent usé les autorités Anglaises ;—4. Parceque la France exerçait à Portendic des droits de souveraineté qui l'autorisaient à fermer, en tems de guerre, cette baie, suivant l'exigeance de ses besoins militaires, dont seule elle était juge ;—5. Parceque la comparaison de la guerre faite sans blocus, et des résultats du blocus, prouvait que cette mesure était la seule qui put amener promptement la paix.

En conclusion, et par ces motifs, le Comité Consultatif du Contentieux attaché au Département des Affaires Etrangères, est d'avis que les négocians Anglais, dont les réclamations ont été transmises à Monsieur le Président du Conseil, n'ont droit à recevoir, aux titres qu'ils exposent, aucune indemnité du Gouvernement Français.

Fait à Paris, le 24 Juin, 1837.

(Signé) P. ROSSI.
GABRIAC, *Rapporteur.*
A. DU BOUZET.
VICOMTE SIMEON.
JULES BESSIERES.

[For translation, see page 330.]

No. 9.

Viscount Palmerston to Earl Granville.

(No. 58.)

My Lord, *Foreign Office, February* 6, 1838.

WITH reference to your Excellency's despatch No. 278 of last year, I herewith transmit a copy of a statement which I have received from Messrs. Redman, and Forster and Smith, and Harrison, in reply to the Report of the Committee appointed by the French Government to examine the claims made by those parties for compensation from the French Government, in consequence of the forcible interruption of their trade at Portendic.

This reply enters so fully into the case of the claimants, and, in the opinion of Her Majesty's Government, refutes so conclusively all the objections which have been advanced against these claims by the French Committee, that I can do no better than direct your Excellency to submit the entire statement to the serious consideration of the French Government. Your Excellency is accordingly instructed to transmit to Count Molé a copy of that statement, accompanied by a note, in which you will say that you have been instructed again most earnestly to call the serious attention of the French Government to the just and unanswerable claims of these British merchants who have suffered great injury, by acts of violence committed against them by the French authorities on the coast of Africa. You will say, that the more Her Majesty's Government have considered this matter, the more fully they have become convinced of the justice of these claims, and the more confident they feel, that the high sense of equity and the well-known good faith and honour of the French Government, will lead that Government, upon an impartial and deliberate consideration of the matter, to do justice to these much-injured subjects of Her Majesty.

You will say that these claimants have shown great patience and forbearance in this matter, and that, notwithstanding the long delay which has taken place in the adjustment of their claims, and which has very much aggravated the original injury, they have, at my repeated request, forborne to bring their case under the consideration of Parliament. But, you will say that Her Majesty's Government cannot answer for being able much longer to prevent these parties from taking that step ; and that, if such an appeal against injuries com-

mitted by French authorities upon British subjects be made to Parliament, Her Majesty's Government will, with much regret, not only find themselves unable to offer to Parliament any justification of the conduct of France, but will be compelled to own that British subjects have sustained grievous injury by acts of violence committed by naval and military officers of France, and that every appeal to the justice and equity of the French Government for redress has hitherto been made in vain. And your Excellency is instructed to request the French Government to consider what effect such a proceeding in Parliament must have upon the friendly relations so happily subsisting between the two countries.

Your Excellency should further state to the French Government, that this case has hitherto been discussed for the sake of argument, upon the ground on which the French and English colonial authorities in Africa originally placed it, namely, upon the assumption that the stipulations of the Treaty of 1783 are still in force; and it appears to Her Majesty's Government that, even upon that assumption, the claim of the petitioners is indisputably just. But it is of course needless to remind the French Government that all treaties are put an end to by war, and that treaties so terminated do not revive on the cessation of war, unless specially renewed by the fresh treaty which may put an end to the war.

But the Treaty of 1783 was not renewed by the Treaty of 1814; and consequently, according to the universal law of nations, it is the Treaty of 1814, and not that of 1783, which at present determines the respective rights of Great Britain and France on the coast of Africa.

You will say in conclusion, that the present question lies in a very narrow compass. It appears, in the first place, that French ships of war, without any previous notice, forcibly interrupted the lawful trade of certain British subjects on the coast of Africa, and by violence compelled certain British merchant-vessels to quit the place to which they had rightfully come for the purposes of trade. For this flagrant violation of international rights compensation is demanded for the sufferers.

It appears, in the next place, that in consequence of a rumour that the French Government intended to establish a blockade on the coast of Africa, some communications took place between the two Governments, and your Excellency was formally assured by the French Government that no such blockade would be established. That this assurance having been made known by the British Government to the British merchants interested in the gum trade, those merchants proceeded to dispatch their vessels to Portendic; but that notwithstanding the above-mentioned official assurance given at Paris, the French Colonial authorities at Senegal did establish a blockade at Portendic, and under pretence of that blockade, drove away the British merchant-vessels which had gone out upon the faith of the assurances of the French Government. It further appears that the blockade so declared, besides being a violation of promise, was moreover inconsistent, in several respects, with the law of nations, and therefore invalid; and for the losses so occasioned to British subjects compensation is also demanded for the suffering parties.

I am, &c.,
(Signed) PALMERSTON.

[Lord Granville wrote a despatch to Count Molé, inclosing Messrs. Redman's statement; as it is much in conformity with these instructions, it is not repeated.]

Inclosure in No. 9.

Messrs. Redman, Forster & Smith, and Harrison, to Viscount Palmerston.

My Lord, *London, December* 14, 1837.

WE have the honour to acknowledge the receipt from your Lordship, of the substance of a letter dated the 8th of August last, addressed to Earl Granville by the Count Molé, and accompanied by the copy of a Report upon our claims, drawn up by the Consultative Committee attached to the French department

for Foreign Affairs. As it appears from Count Molé's letter, that the French Government adopts, without any reservation, the opinions expressed by the Committee in their Report, it becomes necessary for us to solicit your Lordship's attention to that document, which we have carefully examined with the aid of counsel.

The Committee commence their Report by citing the 9th, 10th, and 11th Articles of the Treaty of 1783, which, according to their opinion, regulate the present state of the possessions of England and France on the western coast of Africa. They then proceed to consider the facts, which, as they state, led to the suspension of the 11th Article; the nature of the claims to which that suspension has given rise; and the arguments produced in their support. We shall follow in the same order.

First Division.—Narrative of Facts.

Under this head the Committee claim credit for the "good faith" by which the French authorities of Senegal have "distinguished" themselves in their relations with the Colony of the Gambia: in proof of which they mention the assistance rendered to the latter in 1831, when it was troubled by the Mandingoes. Against this act of kindness the effective measures taken by the British authorities for the protection of the passengers and crew of the "Medusa" (the former including the Governor of Senegal), when that vessel was wrecked in 1816, might well be set off; if indeed the duties of humanity are to be enumerated like the items of a commercial account between two civilized nations.

It is painful to us to observe, that we can discover no symptoms of this "good faith" in the three Conventions made by the Governor of Senegal and M. Durand, with three powerful Moorish tribes in 1785, for the express purpose of defeating the right of the English to trade for gum at Portendic.

We are equally at a loss to discern any of the ordinary characteristics of "good faith" in the language employed by this same M. Durand in 1802, when he, as the accredited agent of a French commercial company privileged by royal licence, complains of "the competition of the English at Portendic;" laments over the losses which that competition inflicted on French trade;—calls upon his Government to take measures for confining the whole of the Moorish traffic in gum to the Senegal;—speaks of the "British right" to export that article from Portendic as "a ruinous blow" to French commerce;—accuses the French Minister who admitted the 11th Article into the Treaty of 1783, of "the most profound ignorance of the African trade;"—designates "the presence" of the English at Portendic as a "nuisance" essentially injurious to French commercial operations;—proposes schemes for "overthrowing the English trade" on that coast;—and describes all the English merchants who repair to it as "interlopers."

The Committee proceed to state, as an accusation against us, that we redoubled our commercial operations at Portendic during two years, commencing in 1833, when the French were at war with the Trazars. In a subsequent part of their report, where they enter more minutely into those operations, they complain that we have greatly exaggerated them! An impartial examination will hereafter show, that as to the first charge we have not exceeded the limit of our national rights; and that, as to the second, we have confined our demands for redress within the strictest line of probity.

The Committee then pass to the history of the war in question,—but before we enter upon that part of the subject, it may be convenient that we should put your Lordship in possession of the views which we entertain as to the 11th Article of the Treaty of 1783. The terms of that article are unequivocal and absolute.

"As to the gum trade the English shall have the liberty of carrying it on from the mouth of the River St. John to the Bay and Fort of Portendic inclusively; it being fully understood that they shall not make in the said River of St. John, on the coast, or in the Bay of Portendic, any establishment of any nature whatsoever."

Assuming for the purpose of the argument, this Treaty of 1783 to be still in force, it is manifest that the article referred to reserves to us the liberty of

trading at those places for gum. This liberty we reserved as an unceded portion of the sovereign rights which we possessed over the region in question before the Treaty was made, and this liberty we still retain in the same sovereign and independent character.

Your Lordship cannot have failed to remark that the Committee, with this article before their eyes, have uniformly used as a synonime for the phrase "la liberté," the phrase "la faculté commerciale." Thus, they say in one part of their Report, "or, c'est la suspension en tems de guerre de la faculté commerciale réservée dans cet article, qui a soulevé de la part des négocians Anglais des réclamations," &c. And again, alluding to the protests of the Governors of Sierra Leone and the Gambia against the intended blockade of Portendic, the Committee describe those officers as resisting that measure because it was "contraire à la faculté commerciale que l'Article XI du Traité de 1783 assurait aux Anglais," &c. We are persuaded that the terms "faculté commerciale" were never used by the officers in question, and that they belong solely to the Committee.

The word "faculté" would convey only a right of enjoyment emanating from some higher source, the continuance or the suspension of which would be dependant on that higher source; and it is evident, from their substitution of "faculté" for "liberté," and from the whole tenor of the argument, that the Committee have imagined the English gum trade at Portendic to be simply the possession of a faculty over which the French Government possessed superior power, and which, therefore, it could suspend, and having suspended, could restore whenever it thought fit.

The absolute terms of the Article show that our construction of it (still supposing the Treaty to be in force) is the only construction in which it was understood by the contracting parties. But the history of the Article itself, as given by M. Golberry (one of the authorities quoted by the Committee), places this point beyond all doubt*.

"It will not certainly be superfluous here, to acquaint the reader with the conduct and policy of the English, relative to the gum trade, while they were masters of the Senegal, and even after they lost that superiority.

"In 1763, when the Treaty of Versailles secured to them the exclusive possession of this commerce of the river, and of the Island St. Louis, which they had acquired during the Seven Years' War, when the skill of their Plenipotentiaries enveloped in obscurity and disguised in enigmatical manner, the right which France expected and wished to reserve, of trading conjointly with them to the Bays of Arguin and Great and Little Portendic; this ever-enterprising, but still more able nation, then knew how to profit by our weakness.

"She (England) had become sole proprietor of the commerce of the Senegal, and she wished to enjoy it alone and undisturbed. She did not suffer it for a moment to become a question, whether the right which France thought herself possessed of, to trade along the coast comprised between Cape Blanco of Barbary and the bar of the Senegal, and to frequent the bays situated between the two points, really existed; she peremptorily decided that we had not this right, and that the equivocal construction of the Article by which we imagined ourselves to have reserved this privilege, could not be interpreted in our favour.

"The English, therefore, stationed armed vessels along these coasts, with orders to fire upon all vessels which might attempt to approach, of whatever nation they might be, not even accepting their own merchantmen.

"By this boldness they at once decided the question, and destroyed the ambiguity of this Article of the Treaty of 1763, in which our supposed rights

* M. Golberry, a Frenchman, and a Captain of the Corps de Génie, was appointed by the French Government to accompany M. de Boufflers, Governor of Senegal, to that colony, in the year 1785. He acted as First Aide-de-Camp to the Governor, having been instructed, as he states (preface, p. 5), "to perform the functions of Chief Engineer of the whole of that Government (of Senegal), and to reconnoitre that part of it which was formed by the Western and Maritime Countries. He adds, "I was to observe everything which might be of advantage to our commerce; to note likewise the situation of English commerce, as well as that of the Portuguese; to negotiate with various negro Kings, if it appeared necessary, for the establishment of new factories; to discontinue such as might appear superfluous, examine all the parts which were capable of a military force, and ascertain everything which might preserve and augment their means of resistance; and, in short, to make every possible observation with regard to the countries subjected to the Government of the Senegal, or under its influence." (Preface, pp. 6–7.) M. Golberry, upon his return to France, wrote an account of his Travels in Africa, which was translated into English and published in London in 1803.

were so badly stipulated and so poorly explained. The interpretation, however, by means of the cannon, had every desired effect; we no longer protested against this bold proceeding, and no one presumed to contradict it.

"The English, confident that we dare not molest them, evacuated and demolished all the expensive establishments which we had formed at Arguin and Portendic; they forbade all their merchants from frequenting these harbours; and armed vessels were maintained to enforce this order, whose object was certainly rational, and well worthy an intelligent nation. From this proceeding resulted, first, economy in their expenditure, and a freedom from all the inconveniences and embarrassments which were necessarily incumbent upon the safety, maintenance, and protection of these establishments; and secondly, the great facility in receiving the gum from the Forest of Sahel which the Trazars were compelled to bring *in toto* to the river; and it was no longer thought of conveying it to Arguin or Portendic, while the English remained masters of the Senegal. We obtained again possession of this river, after having driven them from it in 1779, and the Peace of 1783 re-established us in all our rights; it therefore only remained for us to adopt the same wise and reasonable conduct which the English had before done. The success of the Commander Suffren had restored the courage and glory of our navy, which now began to be feared and respected. Admirals Bouillé d'Estaing, and others, had made the French Flag triumphant in the Antilles; and our auxiliary army, under the command of M. de Rochambeau, had decided the independence of the United States of America: England therefore had learned to dread us, and we were hence enabled to hold a firmer language at Versailles in 1783 than we had done in 1763, though the Treaty we then made was not so advantageous as it ought to have been, and as it easily might have been.

"When this peace was made, our Ministers seemed to have forgotten that our influence was, in a manner of speaking, null and void along all the Western coast of Africa comprised between the Straits of Gibralter and Cape Palmas.

"Far from endeavouring to give to our commerce such privileges as might put it in equilibrio with that of England, they stipulated no one individual condition which could be of advantage to it: the English, on the contrary, who never forget anything, and who were more attentive than we had been at the Peace of 1763, well knew how to preserve to herself in a clear and decided manner the right of trading conjointly with us to Arguin and Portendic; we had not the firmness to refuse this, and to defend as they had done the importance of the advantages conceded to us by the exclusive possession of the Senegal; nay, a short time afterwards, we ourselves opened to them the means of a dangerous diversion.

"During the years 1779, 1780, 1781, and 1782, we were the sole masters of the coasts of the Senegal; during this time no English vessels navigated there; and we should have taken advantage of this period of uncommon superiority to have attached to us Killy Koury, then King of the Trazars. This Moor regretted the English; he loved them; and we should have endeavoured to make him forget them, and induce him to continue the custom which his tribe had adopted of conveying all the gum from the forest of Sahel to the confines of the Desert. But, far from this, we, in spite of reason and with an incredible negligence, re-established a road which the ability of the English had so carefully destroyed; and in 1781 and 1782 French vessels were seen trading for gum at Portendic, and this, not as interlopers, but with special letters of commission issued from the Marine Office, and by an immediate order from the Minister.

"Some years afterwards another circumstance occurred still more singular; they (the French Government) had by accident conceded the exclusive privilege of the gum trade to a society at Paris, and, at the same time, they gave private permissions to foreign merchants to trade for this article, in those harbours which should have been abandoned and forgotten. It is true that at this period the helm of our maritime affairs was no longer in the hands of M. de Sartine, who, for such a length of time, had held it with so much glory and advantage to France.

"If circumstances should ultimately prevent us from attaining the exclusive use of the bays comprised between Cape Mirick and the bar of the Senegal, we must at least employ all our influence over the tribe of Trazars

to induce them to bring all the gum from the forest of Sahel to the factory of the Desert; and, if even to obtain this end, we should find ourselves compelled to augment, by some thousands of francs, the presents and imposts paid to the King of the Trazars and the principal officers of this tribe, let it not be neglected, for we shall be amply indemnified by the increased quantity of gum which will hence be brought for sale."—(Vol. i. pp. 150—154, English edition, London, 1803.)

This passage needs no commentary from us; it shows your Lordship the importance which the English and the French nations have always attached to the African gum trade; that it has been more than once the cause of differences between the two countries; that when we possessed the Senegal we excluded all nations from Portendic; that when we lost the Senegal we still retained our sovereign right to trade at Portendic; that the 11th Article of the Treaty of 1783 insisted upon that right, and records the recognition of it by France; and that, from that moment down to the Peace of 1802, the whole policy of the French authorities in Africa was directed to the grand object of forcing or attracting the gum trade to the interior factories of the Senegal, where it could not be interfered with by the English. The same policy still impels the French authorities to pursue the same course of action. Hence the expulsion from Portendic of our vessels in 1834; hence the blockade of Portendic in 1835; hence the Treaty between the French and the Trazars in 1835; hence the stipulation for double customs (as recommended by M. Golberry) in the 4th Article of that Treaty; and hence the further bribes offered by the Governor and colonists of Senegal to the King of the Trazars in 1836, which your Lordship will find recorded in the evidence of Mr. Isaacs, and which the Committee have not ventured to deny.

Your Lordship well knows that this gum trade is in fact of importance, not simply because it is of itself an article of commerce, but because without an abundant supply of it, there are many of our manufactures that could not be brought to the perfection at which they have arrived. "Gum," as M. Golberry very justly remarks, "is employed in a number of trades: it is indispensable in almost every process of dyeing, and in the manufacture of printed cottons; it is used in silks, ribbons, lawns, gauzes, cambrics, and hats; it is also necessary in medical and confectionery preparations; the painter and the gilder are compelled to use it, as well as many other trades too numerous to mention. This matter, which to so many useful qualities joins also the invaluable advantage of being a wholesome and substantial nutriment, was formerly brought from Arabia to Marseilles by way of Egypt.

"When the Europeans began to frequent Arguin, Portendic, and the Senegal, the Moors doubtlessly offered to them their gum; but at that period the gum of Arabia was the only one in request, and it was not till the commencement of the seventeenth century, that the Dutch introduced that of the Senegal into Europe.

"When the French became masters of this river, and of the harbours of Arguin and Portendic, they were not long in discovering, that, in the meridional parts of the Great Desert of Zaara, near the Senegal, amidst sandy and uncultivated countries, there existed three considerable forests of gum trees. They immediately caused the places where the forests were found to be reconnoitred, and even the forests themselves were attentively examined. They hence observed that the distance between them and the northern bank of the river and the harbours of Arguin and Portendic, were sufficiently near to admit of this commodity being conveniently transported thither; the gum was procured, and experiments made, which sufficiently proved that it might rank with the best gums of Arabia; the French then trafficked in this merchandize, and brought it into repute.

"Towards the close of the last century, the merchants of Bordeaux and Nantes made some new comparative experiments on the gum of the Senegal, and it was decided that it was far superior to all gums brought from the East, even that of Arabia; that it was more mucilaginous and adhesive; and that, in many arts, trades, and various operations, its essential qualities were so great as to render it incapable of being supplanted by any other, and consequently it soon became possessed of an exclusive preference.

"These experiments were made public; they stamped a value on the gum collected by the Moors of Zaara; and, sold by our merchants of the Senegal,

it became celebrated, and for these last thirty years has been in general request.

"It was nearly about the same period that a sort of taste, and even luxury, began to spread itself in all ranks of society; the manufacturers of silks, gauzes, lawns and printed cottons, became more numerous; in all of these gum was principally used, the exportation of this substance became considerable, and at the present moment it is one of the most important articles of commerce."—(Vol. i., pages 138, 139, 140.)

Thus the question between us and the Committee is not one of mere injury inflicted upon these mercantile houses, but upon many of the great manufacturing establishments of Great Britain.

Supposing the question then to turn upon the Treaty of 1783, we conceive it may be laid down as an indisputable proposition, that even under that Treaty, had it been in force, the French had no right to suspend the "liberty" mentioned in the article in question. That "liberty" was and would still remain a free and independent attribute of the Crown of Great Britain.

We now proceed to the history of the contest, in the progress of which the French thought fit to interfere with our trade at Portendic. The important Kingdom of Walo, possessed by a negro tribe, is situated on the left bank of the Senegal River. That tribe, according to the statement of the Committee, "had for many years fallen in a state of dependence on the Trazars of the right bank." The French appear to have "acquired" from the negro tribe some portion of the Walo territory, whether by purchase or by force of arms we are not informed. The Trazars often invaded the territory so "acquired" by the French, and the King of the Trazars recently married the niece of the King of the negro tribe. This princess would, according to the law of succession in that country, have transmitted to her children the crown of Walo. The French remonstrated upon the subject, with a view to preserve their "newly-acquired" territory from violation, and to prevent the union of the two banks of the river under the Trazars. Remonstrance is said to have been vain; and the French took up arms against both the Trazars and the Negroes. The former were driven from the left bank and defeated on the right bank. A French flotilla was stationed in the river to intercept all communication between the two banks; and then, "as the Trazars having behind them a desert of sand, could not be conquered, except by the privation of the resources furnished to them by commerce," English ships were expelled from the Bay of Portendic in 1834, and the coast of Portendic was blockaded in 1835 by the French! Such is the detail of the events, which, according to the statement of the Committee, led to the interdiction by the French of the English commerce at Portendic.

Your Lordship thus perceives, that in the first place this war was undertaken by the French for the preservation of territory newly acquired by them, and with which the Treaty of 1783 had no sort of connexion.

Secondly. That the territory in question was acquired from a tribe avowed to be dependent on the King of the Trazars, acquired evidently not only without his consent, but in opposition to his authority, such as it was, over the Walo tribe.

Thirdly. That the war had for one of its objects the annulment of the established law of succession to the crown of Walo; and, fourthly, That the immediate professed object of the war, namely, the expulsion of the Trazars from the left bank of the Senegal, and the prevention of their further communication with the Walo kingdom, was actually accomplished before the blockade of Portendic was ever announced.

It will be for Her Majesty's Government to say, whether the objects of colonial aggrandisement here openly declared by the Committee, are objects which the French have a right to pursue and to attain, at the expense of British commerce.

Here is no question of the safety of the territory ceded to the French by Great Britain; nevertheless, the rights of Great Britain are rendered responsible, are actually invaded, and even ultimately for a while rescinded by the French, in order that they may extend their colonial possessions, and destroy the trade of Great Britain in an article of the most essential importance.

Can your Lordship hesitate now to believe that the war was but a pretext for the blockade? If your Lordship can entertain a doubt upon this point, we must request that you will read the article which the Committee have cited from

the Treaty concluded between the French and the Trazars in 1835. In that article the real gist of the war is disclosed. Instead of demanding any sacrifices from the Trazars by way of indemnity for the expenses of the war, the conquerors, on the contrary, are the party to tender such sacrifices in the shape of double customs, and for what purpose? To secure to themselves the monopoly of the gum trade; to get rid of "the nuisance inflicted on French commerce by the English 'interlopers' at Portendic."

After stating the cause of the war, the Committee say that the French could not affect a peace, so long as the British continued to trade at Portendic. Our answer is, that the French then ought not to have involved themselves in a war which could only be terminated at our expense; and that the end they had in view does not justify the means which they adopted.

The Committee admit that Governor Pujol having in 1834 learned "that English agents were at Portendic in a Moorish camp for the purpose of trading, conceived that this installation was contrary to the clause which prohibited the English from forming there any permanent establishment."

That is to say, that a camp necessarily temporary in its character, was a permanent establishment; and that such an establishment having been formed by the Moors, was in fact formed by the English.

The Committee further admit, that Governor Pujol interpreted the clause in question, as "prohibiting the English merchant-vessels from casting anchor in the Bay of Portendic;" and that in consequence he sent thither in the brig of war "Dunois" the Commandant Lefèvre [? Lévêque], who expelled thence the "Governor Temple" and the "Industry," founding his authority for that act upon the instructions he had received from M. Pujol, and upon the prohibition which, he stated, was imposed upon the English, "not to trade with the Moors of the Cape of Portendic for gum, except under sail, as was stipulated by the Treaties concluded between the two countries."

The Committee do not attempt to defend this outrageous misrepresentation of the Treaty of 1783 by M. Pujol. They say, in a subsequent part of their report upon this point, that "whatever opinion may be formed of the interpretations of General Pujol touching the trade under sail, it is certain that the object of his proceedings was to interdict the entrance into the Bay of Portendic of vessels which were provisioning the Trazars."

The intention, therefore, to interdict the entrance of such vessels into Portendic, affords, in the judgment of the Committee, a sufficient justification for the interdiction of vessels which are said to have been provisioning the Trazars, because they were trading for gum with the Moors who frequent Portendic; and it matters not whether the grounds upon which such interdiction is at the moment officially placed by the authority commanding it, be lawful or unlawful, provided that in the course of three years after the deed is done a lawful reason can be devised for it.

This doctrine is, we presume, as new to your Lordship as it is to us; we need not add that it is repugnant to common sense, and incompatible with the security of any national right whatever.

The Committee proceed to say, that the measures taken by Governor Pujol in 1834 were not followed up; and that the expelled vessels were allowed, after a certain period of detention, to return, and did return to Portendic. The expulsion then was either lawful or unlawful. If lawful, why were they allowed to return? If unlawful, why were they expelled? The Committee answer that the Governor was wrong in allowing the vessels to return, and that he ought to have then established a rigorous blockade. So said the French Minister of Marine also, in a letter addressed to Governor Pujol, dated 12th of December, 1834. Suppose the Committee and the Minister to be right, it is at all events clear, that no blockade was either carried into effect or declared in 1834, and that the attempted justification of the Governor's conduct, by the alleged examples of the measures taken by Admiral Cochrane and General Turner, falls to the ground. Our right to indemnity, therefore, for the injuries of 1834, can no longer admit of controversy, even upon the showing of the Committee.

The Committee next proceed to the events of 1835. M. Pujol having reported to his Government all that had passed, was directed to declare the coast of Portendic under blockade as soon as he could collect a force sufficient for that purpose, and to give notice thereof to the Governors of the Gambia and

Sierra Leone; and notice was accordingly given to those Governors in a declaration dated the 17th of January, 1835; and it is admitted, that on acknowledging the receipt of that document, both those officers protested against the intended blockade, as an invasion of British rights.

The blockade, however, was carried into effect on the 15th of February following, when the "Eliza," which had already landed her cargo on the shore at Portendic, was expelled from the bay. Upon the arrival of the "Eliza" in the Gambia, the intelligence of what had taken place being communicated to the English Governor of that settlement, he addressed fresh remonstrances to the Governor of Senegal. But these remonstrances produced no effect; and it is admitted that the "Prince Oscar" and the "Matchless" were also expelled from the Bay of Portendic by the blockading force, in April following.

The circumstances having speedily given rise to discussions between the British and French Governments, measures were ultimately taken by your Lordship, which, as the Committee truly observe, "might have produced the most serious difficulties," if peace had not fortunately been concluded between Senegal and the Kings of the Trazars and Walos, in the months of August and September, 1835.

"Such," says the Committee, "are the facts which passed on the coast of Senegal in 1834 and 1835, and which more than a year after the conclusion of peace with the Trazars have given rise to an official communication dated 19th of December, 1836, in which the English Ambassador has demanded that the French Government should do justice to the following claims."

Upon this observation we have only to remark, that in 1834 and 1835 Governor Pujol was made officially acquainted with the protests of our agents, in which compensation for the gross injuries inflicted upon us was demanded almost as soon as they occurred; and we are informed that notice was given, in 1835, by His Majesty's Government to the Government of France, that such claims would be made.

Second Division.—Indemnification claimed.

Under this head the Committee state the items of our respective claims, which they represent as exaggerated. Upon this part of the subject we shall only here observe, that our accounts are verified by our solemn declarations, and that we shall be prepared to maintain them before any competent tribunal which may be appointed by the two Governments to liquidate our claims.

The Committee assert that we have put down in the account "gains expected on operations imagined and not commenced." This assertion cannot be applied justly to the claims of either Mr. Redman or of Messrs. Forster and Smith. It can refer only to the claim of Mr. Harrison for the loss of his trade in 1835. But the Committee omit to state, as to this latter claim, that although for the sake of laying down a basis of discussion, Mr. Harrison has rendered an estimate of the ordinary extent of his annual trade to the coast, which was in 1835 interrupted by the blockade, he expressly purposes to limit his compensation for the losses of that year to whatever may be deemed "reasonable."

Third Division.—Discussion of the Arguments in support of the Claims.

Under this head the Committee treat, first, the question of geography; secondly, the question of right; and, thirdly, the question of facts.

1. *Question of Geography.*

The Committee attempt to combat the evidence of Messrs. Rendall and Isaacs upon this point, by the authority of geographical books and maps; by a certain species of inquiry instituted at Saint Louis; and by reasonings upon probabilities.

There is one general observation that applies to all the geographical authorities which the Committee have cited, namely, that as to the coasts of Africa

occupied by native tribes, they have of necessity followed one after the other, statements made at remote periods, when those districts were either wholly unexplored, or when information concerning them depended much upon the loose reports or conjectures of seafaring men, who seldom attended to the acquisition of geographical knowledge. The evidence of Mr. Rendall, a gentleman of intelligence, education, and integrity, who speaks of the coast of Portendic and of its inhabitants, not from one casual and hurried visit, but from a series of ten visits made within a recent period,—a gentleman employed in an important confidential office by His Majesty's Government, whose business it was personally to distinguish the tribes possessed of influence, jurisdiction, and authority upon the very coast in question, is, we submit, with great confidence, of infinitely more weight, in a question of this description, than all the geographical maps and dictionaries which have been yet published relating to that part of Africa.

Besides, your Lordship is perfectly aware that in Africa, as elsewhere, changes have occurred in the domination of tribes, who were, in remote times, possessed of power and authority now no longer in existence. It might be true that in the year 1650 or 1700, the Trazars were a much more powerful nation than they were in 1834; and that in the more distant periods they may have been masters of the coast in question, and yet ceased to be so in these latter times; and thus the geographical books and maps compiled upon old authorities, would be of no value when compared with the evidence of more recent history. The continent of Europe itself, civilized as it is, offers numberless examples of these changes, as to the authorities by which its territorial divisions have been ruled from age to age. In order therefore to overthrow the evidence of Messrs. Rendall and Isaacs on this subject, it was necessary for the Committee to adduce counter evidence of persons whose special office it was to ascertain the facts to which those gentlemen have spoken, and who had, within a recent period, frequently visited the coast in question. This the Committee have not done.

The Committee have attempted to show that one material part of Mr. Rendall's evidence is inconsistent with another. "Besides," say they, "according to the same deponent, when in 1816 the crew of the "Medusa," shipwrecked at Arguin, took refuge at Portendic, the King of the Trazars repeatedly claimed recompense for each shipwrecked person, in virtue of his rights of sovereignty on that coast; recompense refused by the French Government because it did not recognise these rights of sovereignty on a coast belonging to France. This refusal is then natural; but the demand of the King of the Trazars proves, that in direct opposition to what had been stated, in the first instance, by Mr. Rendall, this Moorish chief does demand a share in the produce of shipwrecks, and does consider Portendic as forming part of his territory."

It is of importance to observe, that the Committee quote, as Mr. Rendall's assertion, the statement that the recompense in question was refused to the King of the Trazars, by the French Government, because it did not recognise these rights of sovereignty (in the Trazar tribe) on a coast belonging to France. Mr. Rendall makes no such assertion. He expressly states that the English Governor "refused the said claim, on the ground that the coast of Portendic was not territory belonging to the said King of the Trazars, or in any manner whatever within his legal jurisdiction or authority." And that the said Colonel Schmaltz refused the said claim upon the same ground. But, at all events, say the Committee, "the demand of the King of the Trazars proves, that in direct opposition to what had been stated in the first instance by Mr. Rendall, this Moorish chief does demand a share in the produce of shipwrecks, and does consider Portendic as forming part of his territory." The Committee cannot have read the whole of Mr. Rendall's evidence. If they had they must have seen what this gentleman declares, immediately after the passage to which they allude, viz.: "And the said appearer lastly declares, that in both these decisions upon his said claim, the said King of the Trazars acquiesced and took no further steps in the matter."

The Committee pass over, as a matter of no moment, the allegation made by M. Durand (vol. i. p. 460), that the Great Desert of Sahara is inhabited by "numerous tribes of Moors who recognise the Emperor of Morocco as their supreme Sovereign;" an allegation highly probable in itself, much strengthened by other passages of the same author (vol i. p. 2), and by his narrative of M. Brisson's shipwreck. The Committee moreover seem not to have read over the

whole of the "Supplemental Evidence" appended to our General Case, as they make no mention whatever of the strong evidence to the same effect given by Mr. Isaacs, Mr. Baldrey, and Sadi Ombark Benbey, a Moorish gentleman, some time resident in London. We beg leave, however, to remind your Lordship of the effect which those undisputed statements may have upon a sound view of the geographical question as to that part of Africa.

The Committee comment, with remarkable vagueness, upon the very important evidence supplied by Mr. Isaacs, both in his letter dated the 27th of August, 1835, and in his declaration dated the 8th of December, 1836, as to non-occupation of the Portendic coast by the Trazars. Your Lordship may recollect that, in the former, Mr. Isaacs stated, that he twice visited the coast of Portendic in the year 1834, for the express purpose of "obtaining information of the trade on the coast, and more particularly of the situation of the Moors and the gum trade at Portendic." He remained each time on the coast above a month, living entirely with the Moors. The first time he found there only fifteen Moors, who were living in temporary huts. They belonged to the tribe of Holad-ou-Bisba, commonly called the Holado, Holadeens, or Ouladeins. The chief of this tribe soon after arrived, and it was with him that Mr. Isaacs arranged for the customs and fees usually paid for trading to Portendic. Subsequently, several other tribes (he mentions above twenty) arrived on the coast from the interior, with caravans and camels laden with gum. He states the names of other tribes, who, he was informed, frequent the coast when they have gum to dispose of. In his declaration Mr. Isaacs further states, that he again visited the Portendic coast in June, 1836, in order to renew the gum trade there, which had been interrupted by the proceedings of the French; that, upon landing, he again saw the chief of the Holad tribe, who demanded compensation from him for the loss of a member of that tribe shot by the French in 1835, when they fired upon the Moors on the coast; founding his claim upon the fact that the English were then trading with the Moors who had come to Portendic on the solicitation of the English agents. On this occasion Mr. Isaacs was accompanied by Mr. Rendall, Governor of the Gambia; and the chief, upon being interrogated by Mr. Rendall, stated that the country from Portendic to Arguin inclusive, was the proper territory of his ancestors, and continued to be the territory of his family down to that moment; and that no person could carry on trade there unless some of the Holad tribe were present to receive the usual presents. The Holad chief further stated that his tribe never was at war with the French; and in proof of this he produced a treaty written in French and Arabic, concluded at St. Louis, between him and the Governor of Senegal, which guaranteed the admission of the said chief and his tribe to St. Louis at all times, and particularly when the French might be at war with the Trazars. The treaty further provided for the proper recompense being given to the Holad chief and his tribe for saving Europeans who might be shipwrecked on the coast. It was with this chief that Mr. Isaacs arranged for carrying on the gum trade at Portendic in 1836.

While Mr. Isaacs was on the coast on this occasion, he was informed by certain Moors who had arrived from the French trading ports on the Senegal, that the French had offered 5000 dollars to the King of the Trazars if the latter would cause the whole of the gum to be taken to Senegal. In consequence of this information, Mr. Isaacs proceeded to the King of the Trazars (at a distance of three days' journey from the Holad tribe), who said that the information was true, adding that similar offers had been frequently made to him by the French authorities at Senegal, and that, even subsequently to the treaty made between him and the French in 1835, "the inhabitants of Senegal, from the merchant to the black trader, had offered, that if he, the said King, would cause the English trade at Portendic to be destroyed, and the gum trade altogether transferred to Senegal, he should receive a proportionate compensation from every house and even every hut in Senegal, the most insignificant of which should not contribute less than two dollars each."

This, my Lord, is the evidence which the Committee attempt to answer by the following statements: 1. "Mr. Isaacs," say the Committee, "gives thirty names of tribes with which he or other traders transacted business; but the Trazar nation is divided itself into a great number of tribes, all having particular denominations." The Committee then set down eight names of tribes, "which" say they, "are mentioned as Trazar tribes, for whose devastations the King

of that nation gave satisfaction in 1829, and who inhabit the environs of Portendic."

"Mentioned," may we ask by whom?

To whom was the "satisfaction" given?

"Environs of Portendic!"

2. "Besides the eight (out of thirty tribes)," add the Committee, "the geographical books cite others."

What geographical books? and upon whose authority is the statement made in the said geographical books?

3. "It is not sufficient then (continue the Committee) in Mr. Isaacs' system, that he should have seen at Portendic tribes of different denominations, but he should also prove that these tribes are not Trazars."

Mr. Isaacs, we must remark, has no system at all. He announces facts which came within his own personal knowledge. He traded with the tribes he mentions as independent tribes, and he states that he did so; the onus of proving the negative, lay, therefore, not upon Mr. Isaacs, but upon the Committee.

4. "Mr. Isaacs' system is in opposition, not only to the reports sent from Senegal, but also to all the books and geographical maps consulted by the Committee."

"By the reports sent from Senegal," we presume the Committee mean the evidence collected there by the Governor; evidence which we have demonstrated in our "General Case" to be inconsistent with the recorded acts of the French authorities themselves, as, for example, the Treaties of M. Durand, not to mention the evidence of Mr. Rendall. As to the "geographical books" so much relied upon by the Committee, the general observations which we have already made upon that species of information as to the coast in question, will, we presume, be considered as conclusive, especially when compared with the evidence which we have produced.

5. The Committee assert that Mr. Isaacs' deposition, far from justifying that of Mr. Rendall, contradicts it, for it is no longer the brigand Ouadelins who usually occupy the territory of Portendic, but the pacific race of the Auled-on-Bisbas. The Ouadelins, so named by Mr. Rendall, are, in fact, the same as the Holads or Auleds mentioned by Mr. Isaacs.

It is notorious that no two persons write the names of African tribes exactly alike. As to the brigand character which Mr. Rendall ascribes to them, it is very certain that almost all the African tribes are brigands whenever they can be so with impunity (see M. Golberry, vol. i.), and that even when they are engaged in trading, they pay as little respect as possible to the law of *meum* and *tuum*. Mr. Rendall, nevertheless, treated them as traders, because he gave them, as such, presents. Where then is the contradiction given by Mr. Isaacs to Mr. Rendall?

6. The offer mentioned by Mr. Isaacs as having been made by the French authorities of Senegal (an offer which the Committee, by the way, do not deny) to the King of the Trazars, to induce him "to destroy the English commerce at Portendic, and to cause all the gum to be carried to the stations on the river," shows, say the Committee, "that it is not the chief of the Aulads, but the King of the Trazars who is master at Portendic."

This is rather a bold conclusion. The mode by which the King was solicited to destroy the English trade at Portendic, was by causing the gum to be sent to the Senegal; that is, by preventing it from being taken to Portendic. To conclude, therefore, that the King is master of a northern port because he promises to trade in a southern port, is a species of reasoning which is somewhat new.

Your Lordship will moreover recollect that M. Durand and the French Governor of Senegal entered into similar treaties in the year 1785 with the Chiefs of the Bracknas and of the Marabouts of Armankour. The Brackna Chief is then master of Portendic, and the Marabout Chief is master of Portendic; wherefore, instead of one there are, upon the French system, three masters of Portendic, each independent of the other, and all equally potent!

7. "Therefore," continue the Committee, following up their first conclusion with a second corollary, "the Chief of the Aulads is himself a subject of the King of the Trazars."

Therefore, we may add, the same Chief of the Aulads is a subject also of the Chief of the Bracknas and of the Chief of the Marabouts of Armankour; that is to say, he is the subject of three different and independent Sovereigns.

8. "The Aulad Chief," remark the Committee, "only boasted of his independence to Mr. Isaacs, for the purpose of getting money from him, which the latter states he had given him."

Mr. Isaacs lived at Portendic upwards of two months, amongst thirty tribes of Moors, in 1834; he was not, therefore, we presume, very likely to be deceived in 1836, as to the real claim of the chieftain to whom he then paid customs, having paid the said chieftain customs also in 1834.

The Committee then have nothing to oppose to the evidence of Messrs. Rendall and Isaacs, except the statements collected by the Governor of Senegal at St. Louis, in September, 1835; statements collected for the express purpose of being adduced in support of the legality of the proceedings of the French authorities, after they received notice that we should prefer claims for indemnity for the losses we had then sustained. We have so fully disposed of that evidence in our "General Case," that we need not again refute it.

The Committee advert very briefly to the arguments which we had derived, as to the non-Trazar character of the Portendic coast, from the three treaties inserted in the second volume of M. Durand's work. In order to show that the said coast must have been then Trazar territory, the Committee state that the Trazar King alone takes the title of "King of the Western Coast of Africa;" and that "he consented to a reservation from his customs, of two pieces of baft for each kantar of gum which should be transported to Portendic."

As to the title, it may be remarked, that until a very late period the British King called himself "King of Great Britain, France, and Ireland," when all the world knew that we had not a foot of territory within the realm of France. Instances of magnificent, royal and imperial titles, utterly devoid of just foundation, are innumerable in the history of every quarter of the globe. The mere assumption, therefore, of the title in question, of itself proves nothing; and that it meant nothing is clear from the fact that the French concluded treaties for the same purpose of "suppressing the trade at Portendic," with two other Moorish Sovereigns. What occasion would there have been for the treaties with the Bracknas and the Marabouts of Armankour, if the territory in question had been exclusively under Trazar jurisdiction?

14. As to the reservation of the two pieces of baft for each kantar of gum sent to Portendic, your Lordship may observe with what justice the Committee have put forward this argument, when you peruse the whole of the Article in question.

"Article V. En conséquence de l'obligation portée dans le présent traité, et en retour des bonnes dispositions d'Alikouri, le sieur Durand, directeur-général de la compagnie, s'engage pour elle et promet de lui donner une gratification en sus de la coutume, et proportionnée à l'importance du service, toutes les fois qu'il arrêtera ou fera arrêter de la gomme dans le chemin de Portendic, et la fera conduire au Désert, pour être livrée aux agens de la compagnie, de manière qu'elle puisse être assurée qu'il n'en sera point vendue à Portendic. Dans le cas contraire, Alikouri voulant sérieusement tenir sa promesse et se faisant fort de l'exécution, consent à la retenue, sur sa coutume, de deux pièces de guinée par chaque kantar de gomme qui sera transporté à Portendic, abandon prononcé par anticipation, et volontairement fait de sa part, en preuve de la droiture de ses intentions et de son attachement aux intérêts de la compagnie."

The Committee, referring to the omission, on the part of the Trazar King, to claim salvage for M. Brisson, state, that this omission has no bearing on the geographical question, as this gentleman appears to have been wrecked not at Portendic, but between the Canary Islands and the African coast, in a sort of creek formed by rocks.

There is an ambiguity in the text of M. Durand's work as to the exact place where M. Brisson was wrecked; but that ambiguity is removed by the engraved representation of the wreck which M. Durand gives in his second volume (pl. 17), which is entitled "Naufrage de M. Brisson au Cap Blanc en 1785," that is to say, off the "Western coast of Africa," of which, according to the French system, Alikouri was *de jure* King.

One of the Trazar Envoys, moreover, who were at St. Louis in 1835, that is to say, the brother of Alikouri, stated that the Trazar realm extended "plus haut que l'Ile d'Arguin, qui en est une dépendance. Il s'étend jusqu'à Gadir; à partir de là c'est le territoire des Waladelins." This description would certainly include Cape Blanco, and if the Envoy's Cape Gadir be, as we presume it to be, the Cape Geer of Arrowsmith's map, his evidence would overturn, assuming it to be correct, all the geographical works and maps cited by the Committee. Here then are striking proofs of the respect which the Committee pay to their own evidence as to the *de jure* claim of the Trazar King to the territory of Portendic.

The Committee next quote M. Durand's work to show that the Trazars "occupent tous le pays compris entre Arguin, la Rivière Saint Jean, et le Sénégal, et campent sur les terres d'Arguin et de Portendic." What M. Durand does state is this: the tribe called the Trazars "occupe tout le pays compris entre Arguin, la Rivière Saint Jean, et le Sénégal. Ce pays s'étend des bords de la mer jusqu'à quarante lieues dans les terres. Le chef de ce tribu est un descendant d'Alikandora, dont le nom est célèbre dans les fastes du pays; il se nomme Alikouri. Alikouri presque toujours campe sur les terres d'Arguin et de Portendic, promène ses villages ambulans, appelée Adossar, au nord de la forêt de Sahel qui se trouve dans son arrondissement; c'est là qu'il fait sa récolte ordinaire voisin de Portendic, il fait presque toujours prendre à la gomme cette direction; il en porte cependant au Coq, escale du Désert qui lui est réservée sur les bords du Sénégal, à quarante-cinq lieues ou environ de l'Ile Saint Louis, mais il n'y porte que celle qu'il ne peut pas placer à Portendic, ou celle qu'il croit devoir nous réserver pour ne pas rompre entièrement ses relations avec nous." (Vol. i. p. 265.)

We confess that we cannot understand by what species of power of locomotion Alikouri could be "presque toujours campé sur les terres d'Arguin et de Portendic," and, at the same time, promenading through his ambulatory villages to the north of the forest of Sahel, at least one hundred miles from Portendic, and still further from Arguin. A geographical description of this kind is, upon the face of it, anything but an authority. M. Durand speaks of Alikouri's "arrondissement" as if he were treating of a territory actually divided and appropriated like the soil of France itself.

It is further to be remarked, that M. Durand does not appear to have visited Portendic at all, or even any part of the coast in that direction. His travels in Africa were, according to his own work, limited to an excursion from St. Louis to Galam, and this excursion he performed by proceeding along the southern bank of the Senegal until he arrived opposite to Galam; he then crossed to that fort, and returned to St. Louis nearly by the same route; besides his geography is not consistent with his diplomacy, as evidenced in his treaties with the Maraboux and the Bracknas.

The Committee appeal also to the geography of M. Golberry on this point. Hear what this French engineer says: "According to the Moors, the three tribes of the Trazars, the Bracknas, and the Armankours, occupy seven oases, the three principal of which have become the centre of the interest and concerns of each respective tribe. The territory possessed by the Trazars has for its limits the Atlantic Ocean to the west; the course of the Senegal, as far as the bar, to the south; the branch of Enderer and the Lake of Cayor to the east; and to the north a line unknown and doubtless indefinite."

Thus the very point in question, viz.: whether Portendic was, when he wrote, within or without the Trazar territory, is undecided by M. Golberry: for he expressly says that, to the north, the line of that territory was then altogether unknown; moreover, he speaks only upon the authority of the Moors. Although he appears to have touched at Portendic on his voyage outward, he says not a syllable of the royal Trazar family and its suite, "toujours campé sur les terres d'Arguin et de Portendic."

M. Golberry inserts in his work (Vol. i. p. 186) an extract from an "official register" of the duties paid by the English to the Moors during the time the former possessed the Senegal, from 1760 to 1799. In this register it is stated that "the country of the Trazars extends from the bar of the River Senegal along its eastern and northern banks to the creek Enderer, a little above the village of Dagana;" coupling this description with the authority of which our Government then exercised at the two Portendics and Arguin, it is perfectly manifest that the Trazar territory was then, according to that register, limited

to the immediate vicinity of the bar of the Senegal River, so far as the Atlantic was concerned.

Even suppose, for the sake of the argument, that in 1779, 1785, or 1787, the Trazars *de facto* occupied the territory in question, does it follow that such a statement would be equally correct in 1812, and at the still more recent periods to which the evidence of Messrs. Rendall and Isaacs applies?

The Committee next allege that history "instead of showing that the Trazars were strangers, as the English memorial states, to the contests which have taken place on the coast of Portendic during the last century and a half, bears witness on the contrary, to the fact that they were the masters of the whole coast from Arguin as far as and including Portendic; that they took an active part in the European struggles there; and that the fort of Portendic, so called, was ceded to the French by two Treaties, the one confirming the other, dated the 20th July, 1717, and 6th March, 1723, concluded with Alikandora, the son of Addie, chief of the nation of the Trazars."

In confirmation of this statement, the Committee refer to the work of M. Labat, published at Paris in 1728. Now admitting that the Trazars were masters of the coast in question until they ceded it to France in 1723, we would ask, what answer is this to that part of our statement which applies to the period that has since elapsed, including at least an interval of a century?

Besides, what further proof need be required of the correctness of our allegation, as to the time that has elapsed since 1723? The Committee say that, in that year, the Fort of Portendic, so called, was ceded by the Trazars to the French. If so, it was incumbent upon the Committee to show when the Trazars again recovered, and by what means they have since contrived to keep possession of a place which undoubtedly was under English authority during the Seven Years' War; was retained by the English after the Peace of 1763, until it was ceded to the French in 1783; again became English during the last war with France, and was not restored to France by any Article of the definitive Treaty of Peace in 1814.

Your Lordship is aware that there is a material difference between that Treaty and the Treaty of 1783, with respect to the European possessions on the African coast. By the IXth Article of the Treaty of 1783, Great Britain ceded expressly and by name the Fort of Portendic to France; the XIth Article, however, carefully reserving to the English the liberty to trade at Portendic for gum; but the VIIIth Article of the Treaty of 1814 only restores to France "the colonies, fisheries, factories, and establishments of every kind which were possessed by France on the 1st of January, 1792, in the seas and on the continents of America, Africa, and Asia." Portendic was certainly neither a colony or fishery, or factory, or an establishment, possessed by France on the 1st of January, 1792. According to the evidence of M. Golberry, the French establishments at Portendic were actually demolished by the English, in order to put an end to the ambiguity contained in the Treaty of 1763. Those establishments were voluntary refounded by the French; but M. Golberry who was charged with a special mission to observe and advise what establishments ought to be preserved by France upon that coast, states that, in his opinion, "the expenses incurrred in refounding the establishments of Arguin and Portendic were ruinous, uncertain, and useless; that these establishments had no solid object; that they would infallibly be destroyed were there the least chance of a war with England; and that they were exposed to all the incursions of the Moors;" and then adds:—"Far from thinking to establish ourselves on any part of the coasts between Cape Blanco and the bar of Senegal, we ought, on the contrary, to concur in opinion that this coast should be absolutely abandoned, in order that the transactions which may yet be carried on there may be all of them more forcibly attracted to our factories of the Senegal." (Vol. i. p. 98.)

This advice was acted on; and in another part of his work (vol. i. p. 28), M. Golberry states that, in 1787, the jurisdiction of the French Government extended from the bar of the Senegal to Cape Blanco, and he expressly says,—"Arguin and the two Portendics were included in this extent, but," he emphatically adds, "we very properly abandoned these useless and burthensome establishments." M. Golberry did not publish his work until in or after the year 1800 (see his Preface, p. 21): Portendic was not therefore restored to France in 1814, as it could only be included under the terms "colony," "fishery," "factory," or "establishment," possessed by France in 1792; when it was entitled to no one

of these characteristics, and even if it had been then entitled to any one of these appellations, was not then possessed, but on the contrary actually "abandoned" by France, according to the evidence of one of her own officers charged with her interests upon the very point in question.

It consequently appears from what we have stated, 1st. That in the years 1834 and 1835 Portendic was not Trazar territory *de jure;* and this the French (though they have most strangely argued to the contrary) actually admit, by setting up a claim of their own, *de jure*, to that territory.

2ndly. That Portendic was not *de facto* habitually occupied by the Trazars for many years preceding, or during the years of the war between the French and the Trazars; and

3rdly. That Portendic was not *de jure* French territory during the period in question, and that even if it had been, there would be nothing in that circumstance to legalize the proceedings adopted in the Bay of Portendic against British commerce in the years 1834 and 1835.

2. *Question of Right.*

Under this head the Committee, alluding to our statement, that an assurance had been given to Lord Granville by the French Minister in 1834, that Portendic would not be blockaded, state that they can find no record of any such pledge in writing in the French Foreign Office. We did not state in our general case that the pledge in question had been in writing. We asserted, and we now repeat it, that the pledge was given, and we take leave to refer to your Lordship to confirm this statement.

The Committee then proceed to argue this proposition:—"That France had to establish the blockade before Portendic, an interest of self-defence, which, notwithstanding Article II, gave it a perfect right to adopt this measure, and of which right she alone was the judge." As we have already shown that the whole of this argument is founded upon the fallacy into which the Committee were led by their hypothesis that our "liberty" to trade at Portendic was but a "faculty" which France could suspend when she pleased, we need not add another word of commentary upon this part of the French case.

All that is said and quoted from learned writers upon the rights of self-defence might be admitted as just. It cannot, however, affect the question at issue between us and France. Equally irrelevant to that question are the blockades of Admiral Cochrane and General Turner, for there is no parallel between those blockades and the blockade of Portendic, inasmuch as in the first place the coasts blockaded by those officers formed part of the territory of the nation with whom we were at war; and, in the second place, no neutral Power had, by treaty with England or otherwise, reserved to itself a peculiar right to trade at any of the ports declared by those officers to be under blockade.

3. *Question of Fact.*

The Committee deal very lightly with our statement that preparations were actually made by the French merchants of Senegal to carry on the gum trade with the Trazars during the period when the blockade was established.

The evidence, however, which we have exhibited upon that point we submit remains uncontradicted; and its weight is not lessened by the observation of the Committee, that "it has thought it ought not to occupy itself with the calculations of merchants, even if it were proved that they had influenced the resolutions of Government."

May we ask why not? We charged the French with having expelled our ships from Portendic in 1834, and with having blockaded the coast in 1835, through merely commercial motives. We stated that those proceedings were instigated solely by commercial rivalry, and the Committee, in answer, say, that even if we had proved that charge, it would have nothing to do with the question. We apprehend that upon this part of the subject your Lordship will not be disposed to adopt the singular line of reasoning put forward by the Committee.

The Committee in the course of their observations, have more than once

stated that we supplied the Trazars, during the war, with arms, balls, and gunpowder. Your Lordship is aware that in the uncivilized condition in which the native tribes of Africa exist, it is impossible for any of them to carry on a trade upon any of the coasts, unless they are enabled to protect their caravans from molestation by the brigands with whom the interior as well as the coasts abound. In fact, the whole of these discussions discloses a state of society in Africa, in which security of person as well as of property depends entirely on superior force; and to suppose therefore that any of the trading tribes could convey to Portendic a quantity of an article so valuable as gum, unless they were sufficiently well armed to defend it from robbery, would be an absurdity. The bow and arrow being no longer available, fire-arms, balls, and gunpowder are as necessary to the Moorish merchant as the article of native produce in which he trades. If, therefore, the foreign merchant did not supply the Moors with a reasonable quantity of such munitions, no gum could possibly be brought down to the coast.

We do not conceive that, under the circumstances, the French have any legal right to question us upon this point. But assuming, for the sake of the argument, that they possessed that right, the only mode, from the nature of the case, of dealing with it would be, to inquire whether the proportion of these munitions with which we supplied the Moors (supposing that we had supplied them at all) manifestly showed that our object was to assist the Trazars in carrying on the war, rather than to enable the Moors in general to protect their commercial property from violation. Try Mr. Redman's proportion of munitions then by this rule: Amongst goods of a value exceeding 20,000*l.* he appears to have shipped guns, pistols, balls, gunpowder, &c., to the value of about 1,000*l.*; that is to say, one-twentieth part of his entire shipments consisted of what are called munitions of war! It should moreover be observed, that this supply was the only supply sent out on the part of the whole British trade for the season, and that it was to be distributed amongst the numerous tribes with whom the trade in gum was to be carried on, and not for the purpose of supplying the Trazars with the means of carrying on the war against the French.

The Committee indeed assert that vessels were seen by French officers laden at St. Mary's with arms and munitions, bound for Portendic; and they quote a letter written by M. Pujol, which states that the crews of the "Governor Temple" and "Industry" confessed that the "greater part" of the cargo of these vessels consisted of powder, &c. With respect to the vessels said to have been seen at St. Mary's, as they are not named, we can say nothing about them, except that we know of no such vessels. As to the alleged confession of the crews of the "Governor Temple" and the "Industry," this is the first time we have heard of it, and if any such confession were ever made, we declare it to be absolutely false.

We have now gone through the report of the Committee, and we believe that we have left no material part of it unanswered.

We leave the matter therefore in your Lordship's hands, feeling assured that you will take such measures as will speedily procure for us the redress to which we are entitled.

We have, &c.,
(Signed) GEO. C. REDMAN.
FORSTER & SMITH.
ROBERT HARRISON.

No. 10.

Earl Granville to Viscount Palmerston.—(*Received March* 15.)

(No. 80.)

My Lord, *Paris, March* 12, 1838.

I HAVE the honour to inclose to your Lordship the copy of a note which I have received from Count Molé, in answer to one which I had addressed to his Excellency on the subject of the Portendic claims, and to which his Excellency promises to give his early attention.

I have, &c.,
(Signed) GRANVILLE.

Inclosure in No. 10.

Count Molé to Earl Granville.

M. le Comte, *Paris, le* 10 *Mars.*

J'AI reçu avec la lettre que votre Excellence m'a fait l'honneur de m'écrire, le nouveau mémoire rédigé par MM. Redman, Forster et Smith, dans l'intérêt des négocians Anglais, qui se plaignent des mesures qui ont été prises à leur égard, par les autorités Françaises dans le Sénégal, pendant le cours de l'année 1834.

Ce document va être immédiatement l'objet de mon examen le plus attentif, et je m'empresserai de faire connaître à votre Excellence les déterminations du Gouvernement de Sa Majesté.

(Signé) MOLÉ.

[For translation, see page 342.]

No. 11.

Mr. Aston to Viscount Palmerston.—(Received August 26.)

My Lord, *Paris, August* 24, 1838.

IT is with regret that I have to inform your Lordship that the Committee appointed by the French Government to examine the claims of certain British merchants upon the French Government, for compensation for the losses sustained by them in consequence of the proceedings of the French authorities at Portendic, have declared these claims to be inadmissible. I have the honour to inclose copies of Count Molé's note, and of the Report of the Committee. Your Lordship will perceive that Count Molé expresses in this note the concurrence of the French Government in the decision of the Committee. I have not had an opportunity of speaking to Count Molé upon the subject since the receipt of the note, but I shall not fail to call his Excellency's serious attention to the effect which the rejection of these claims is likely to produce upon the future relations between the two countries.

I have, &c.,

(Signed) ARTHUR ASTON.

Inclosure 1 in No. 11.

Count Molé to Mr. Aston.

Monsieur, *Paris, le* 18 *Août*, 1838.

LORSQUE M. l'Ambassadeur d'Angleterre m'eut fait l'honneur de me transmettre, en date du 26 Février dernier, un second mémoire des négocians intéressés dans les affaires de Portendic, je dus faire examiner de nouveau leurs réclamations avec un soin proportionné à l'intérêt que témoignait en leur faveur le Gouvernement de Sa Majesté Britannique, et aussi au caractère particulier de gravité qu'elles semblaient devoir emprunter de quelques passages de la lettre même de M. le Comte Granville.

Je me vois obligé de vous annoncer, Monsieur, que ce nouvel examen a eu pour résultat de convaincre de nouveau le Gouvernement du Roi, que ces réclamations n'étaient fondées ni en droit, ni en équité, et qu'aux termes des Traités mêmes, il se trouvait dans l'impossibilité de les accueillir.

L'avis du Comité Consultatif du Contentieux ayant été adopté par le Gouvernement du Roi, je ne saurais mieux faire que de vous en adresser copie, et je la joins à cette lettre.

Vous y verrez, Monsieur, retracé avec exactitude, le droit qu'avait la France de fermer la Baie Française de Portendic, soit passagèrement en 1834 aux deux bâtimens Anglais qui approvisionnaient les Trarzas rangés sur la côte que canonaient les vaisseaux Français, soit définitivement en 1835, sous la forme de blocus.

Vous y verrez également rappelé les principes et les règles qui doivent faire repousser l'argumentation fondée sur les paroles attribuées à M. l'Amiral de Rigny, Ministre de la Marine en 1834.

Je dois enfin, Monsieur, appeler particulièrement votre attention sur le dernier point traité dans le Rapport du Comité.

Les réclamans après avoir cherché à combattre les mesures de 1835, en invoquant l'Article XI du Traité de 1783, préfèrent ensuite dans l'intérêt de leur cause, renverser cet Article avec le Traité lui-même, qui n'a pas, disent-ils, été remis en vigueur par celui de 1814. Cependant, ce dernier Traité, en rendant à la France les colonies qu'elle possédait avant 1792, n'a pu renvoyer pour en fixer légalement la situation et l'étendue, à aucun autre document qu'aux derniers Traités en vertu desquels la France possédait, avant 1792, ces territoires coloniaux, c'est-à-dire, pour la côte d'Afrique, au Traité de 1783. Aussi le Gouvernement de Sa Majesté Britannique, dans ses rapports avec la France, au sujet de la côte d'Afrique, a-t-il, depuis 1814, toujours pris pour point de départ ce Traité de 1783, conformément au sens évident du Traité de 1814. Le nouveau système adopté par les réclamans depuis quelques mois seulement, se trouve donc autant en opposition avec la teneur des Traités, qu'avec le langage tenu jusqu'ici par leur propre Gouvernement.

Je ne puis que me référer, sur ce point, comme sur tout autre, aux développemens contenus dans le Rapport du Comité, et maintenir, contre ce système, que le Rapport repousse, la validité de l'Article IX du Traité de 1783, qui, non altéré jusqu'au 1er Janvier, 1792, détermine l'état des possessions de la France, à cette époque, sur la côte d'Afrique, et, par conséquent, celui qui a été restitué par le Traité de 1814.

Il me reste, Monsieur, à vous exprimer le regret véritable qu'éprouve le Gouvernement du Roi de ne pouvoir admettre les réclamations reproduites par M. l'Ambassadeur d'Angleterre dans sa lettre du 26 Février.

J'ai l'honneur, &c.,
(Signé) MOLÉ.

[For translation, see page 342.]

Inclosure 2 in No. 11.

Rapport du Comité Consultatif du Contentieux.

LE Comité Consultatif du Contentieux attaché au Département des Affaires Etrangères, ayant examiné avec une attention soutenue la réplique des négocians Anglais à l'avis précédemment émis par le Comité touchant les mesures adoptées en 1834 et 1835, sur les côtes du Sénégal, a éprouvé le regret de ne pouvoir partager une opinion, défendue sans doute avec talent, mais forcée pour la justification à contredire les notions les plus incontestablement admises, tant en géographie qu'en matière de droit des gens.

I. Question of Géographie.

Les trois réclamans Anglais, dans le but de prouver que les Trarzas ne sont point à Portendic, insistent de nouveau sur la suzeraineté de l'Empereur de Maroc à l'égard de cette côte; sur les livres de Durand et de Golberry; sur les témoignages de Messieurs Rendall et Isaacs. Mais, au sujet de la souveraineté du Maroc, il a déjà été démontré par le Comité, qu'il ne pouvait s'occuper de prétendus droits, tellement étrangers aux affaires de Portendic qu'ils n'ont jamais été ni connus de la France ni allégués par ses ennemis, ni réclamés par l'Empereur de Maroc lui-même, auquel les négocians Anglais veulent absolument en fairedon.

Touchant Messieurs Durand et Golberry, il est remarquable que les négocians Anglais qui, dans leur premier mémoire, sous le nom de "General Case," avaient invoqué en leur faveur l'autorité du passé, se voyant condamnés par tous les livres de géographie et d'histoire de l'Afrique Occidentale connus du Comité, dans leur nouveau mémoire rejettent en masse les renseignemens que ces livres renferment, comme des vieilleries inapplicables au tems présent; et cependant prétendent combattre avec les faits de 1785 consignés dans les ouvrages de Durand et Golberry, l'enquête du Sénégal de 1835. Mais cette contradiction ne saurait leur profiter. En admettant que le naufrage de M. Brisson en 1785, représenté dans une gravure du livre de M. Durand, ait eu lieu au Cap Blanc, pour faire de cette gravure un argument, encore faudrait-il prouver qu'à la distance de soixante-dix lieues marines ou 210 milles Anglais qui séparent Portendic du Cap Blanc, on ne saurait rencontrer en même tems des peuplades

différentes, par exemple, des Trarzas à Portendic, et des Labdessebas au Cap Blanc.

Pour incidenter avec succès sur ce que l'Escale du Coq doit servir aux Trarzas et non aux Bracknas, il aurait fallu réfuter ce qui en a été dit par le Comité et par Golberry, qui, aux pages 101 et 224 de son premier volume, assigne l'Escale du Coq aux Bracknas, et celle du Désert aux Trarzas. Mais, de bonne foi, qu'importe à la discussion la destination de l'Escale du Coq sur le Sénégal; qu'importe la nature des coutumes payées en 1785 par Durand sur ses bords, lorsqu'il s'agit de savoir, non ce qui se passait alors sur ce fleuve, mais avec qui, de nos jours, commercent les Anglais à Portendic sur les bords de l'Océan?

Pour faire servir aux réclamans Anglais les trois traités conclus par M. Durand en 1785, il fallait non seulement citer l'Article V de celui conclu avec les Trarzas, comme l'a fait le mémoire, mais encore démontrer que le Roi n'annonçait point par un titre que ne prenaient point les autres, la différence de sa position géographique, qu'en déclarant, à la différence des deux autres, qu'il prenait au sérieux et se faisait fort d'exécuter l'engagement concernant le commerce Anglais. Il ne caractérisait pas l'influence de sa position qui lui permettait de tenir ce que les deux autres ne pouvaient que promettre; qu'enfin, en consentant lui-seul à perdre deux pièces de guinée par cantar de gomme vendu à Portendic, il ne montrait pas que, seul, il était en mesure d'empêcher qu'il ne se vendît de la gomme sur ce marché, ou de savoir, si, malgré ses ordres, il s'en vendait. Voilà la démonstration que les Anglais devraient fournir, et qu'ils n'ont point donnée. D'ailleurs, quelqu'ingénieuses que puissent être des inductions tirées d'une gravure ou d'un traité, comment veut-on, par ces interprétations arbitraires, prouver que l'auteur d'un livre pensait le contraire de ce qu'il a dit formellement sur la situation géographique des Trarzas, à la page 265 de son premier volume? Il faut que les réclamans effacent ce passage, ou renoncent à se prévaloir de cet ouvrage. Il en est de même de Golberry. Ce qu'il dit de la situation des Trarzas sur les bords du Sénégal, ne préjudicie nullement à l'assignation qu'il leur fait du territoire au nord de ce fleuve jusqu'à une ligne inconnue, dit-il, à la page 213 du premier volume, mais jusqu'à une ligne qui comprend certainement Arguin et Portendic, puisqu'il établit les Trarzas sur cette côte à la page 208 du même volume, comme son contemporain Durand.

On voit donc que ces auteurs, loin de contredire l'enquête du Sénégal, la fortifient par leur témoignage, et il en est de même de Messrs. Rendall et Isaacs, lorsque, sortant des assertions générales, ils veulent préciser des faits particuliers. Ainsi la demande de rançon pour les naufragés de la "Méduse," citée par Mr. Rendall, montrait évidemment les prétentions de souveraineté du Roi Trarza sur la côte de Portendic; sans doute Mr. Rendall a voulu en atténuer l'effet en disant que ce Roi avait acquiescé au refus de rançon qu'il avait deux fois essuyé. Mais acquiescé comment? En ne faisant, dit Mr. Rendall, aucune démarche ultérieure. Et quelle démarche ultérieure pouvait-il faire après un refus itératif, sinon la guerre? D'ailleurs, acquiescé à quoi? au refus de rançon sans doute. Mais il n'en résulte pas de sa part un renoncement à ses prétentions souveraines, ni surtout aux habitudes d'occupation et d'influence, sans lesquelles il n'aurait pas seulement pu imaginer de semblables prétentions.

En second lieu, Mr. Rendall place à Portendic les Oulademins, comme Mr. Isaacs y met les Aulad-ou-Bisba, farouches brigands, suivant le premier, serviables commerçans, suivant le second, et toujours les mêmes, suivant le mémoire Anglais. Or, suivant Balbi, pages 887 et 922, les Aulademins sont bien entre Arguin et Portendic, mais sont précisément une tribu Trarza.

Le même auteur, aux mêmes pages, nous démontre les nations Maures, et les Trarzas en particulier, se subdivisant en kabyles ou tribus, de noms différens, mais appartenant à la même nation, de même qu'en France il y a des Normands et des Auvergnats, qui n'en sont pas moins des Français. Les archives du Sénégal montrent Amar, Roi des Trarzas, donnant satisfaction pour des outrages commis sur des Français par deux tribus Trarzas, les Aulad-Achars, et les Tagha-Karajuinte. Dans l'enquête du Sénégal, les envoyés Trarzas nomment comme avoisinant Portendic, six de leurs tribus, portant des noms différens, et qui n'en sont pas moins Trarzas. Une autorité grave, le Baron Roger, ancien administrateur du Sénégal, confirme de tout point dans la pièce dont copie est ci-jointe, cette vérité de l'unité de la nation Trarza, malgré sa division en tribus; ce n'était donc pas sans fondement que le Comité avait dit que la

variété des noms des tribus qui, suivant Mr. Isaacs, ont commercé avec lui à Portendic, ne prouvait nullement que ces tribus ne fussent pas Trarzas.

Mais une réflexion trouve ici sa place, touchant Mr. Isaacs. Le mémoire Anglais cherche à faire suspecter la sincérité des dépositions du Sénégal, en disant qu'elles avaient pour but précis de justifier les procédés des autorités Françaises. Le Comité ne relèvera pas cette observation dans l'intérêt des déposans du Sénégal. Ils n'en ont pas besoin. Il fera seulement observer qu'ils ne se trouvaient pas intéressés dans la discussion en question, tandis que Mr. Isaacs y porte à la fois le double caractère de témoin et de partie fort intéressée, car, de concert avec Mr. Redman, il y réclame des indemnités pour plus de £50,000. Le Comité, cependant, se refuse d'autant moins à discuter son témoignage, qu'il apporte des faits à l'appui de l'opinion du Comité. Ainsi les cinquante Maures de Portendic, Marabouts ou Pontifes du pays, que Mr. Isaacs s'engage par le Traité du 23 Août, 1834, à transporter à La Mecque, ces Marabouts sont tous Trarzas d'après leur déclaration. Ainsi ce Chef Aulad-on-Bisba, Seigneur d'Arguin et de Portendic, suivant Mr. Isaacs, qui, en retour des services qu'il promet de rendre aux naufragés, obtient du Gouvernement du Sénégal une permission pour venir en toute sûreté à St. Louis, lui et sa tribu, ajoutant que cette garantie sera *particulièrement valide* en cas de guerre avec les Trarzas ; ce chef et son tribu sont évidemment Trarzas, car s'ils étaient de toute autre nation, ils n'auraient pas eu besoin de sauf-conduit dans le cas de guerre avec cette nation.

Quant à la proposition faite, suivant Mr. Isaacs, par les habitans du Sénégal au Roi des Trarzas, de lui donner de l'argent pour qu'il anéantisse le commerce Anglais à Portendic, le Comité ne nie, ni n'affirme le fait, mais il dit qu'en le prenant tel que Mr. Isaacs le raconte, il prouve évidemment que, dans l'opinion des gens du Sénégal, il dépend du Roi des Trarzas d'anéantir le commerce des Anglais, et que ce serait détruire ce commerce de transporter toute la gomme des Trarzas au Sénégal, d'où résulte évidemment que ce sont bien les Trarzas qui trafiquent avec les Anglais à Portendic, et qui y dominent, puisque, sans eux, il n'y a plus de commerce, et qu'il dépend d'eux de l'empêcher. D'ailleurs, dans la controverse de ce fait, comme sur celui du chef Aulad-on-Bisba, qu'est-ce qui est en question ; c'est l'opinion des habitans ou du Gouvernement du Sénégal, sur le séjour et l'influence des Trarzas à Portendic, et à bon droit, car qui peut les connaître mieux qu'eux ? Mais cette opinion n'est pas incertaine ; elle est confirmée, en termes formels, dans l'enquête, comme celle des administrateurs l'est dans leur actes et correspondances. Néanmoins, pour avoir l'opinion de l'un d'entre eux, qui n'a point été passagèrement au Sénégal, mais qui l'a administré pendant plusieurs années, et qui se trouve en ce moment entièrement éloigné du Gouvernement, un des membres du Comité a consulté M. le Baron Roger, membre actuel de la Chambre des Députés. Par sa réponse, datée de sa terre, et dont copie est ci-jointe, les réclamans verront qu'il confirme l'opinion du Comité, que, selon lui, les Trarzas sont à Portendic ; que les caravanes étrangères qui s'y rendent y reconnaissent la suprématie Trarza ; que les Aulad-et-Emir de Mr. Rendall, comme les Aulad-on-Bisba de Mr. Isaacs sont Trarzas ; que le commerce se fait à Portendic avec l'autorisation du Roi Trarza; et que personne ne sait mieux toutes ces choses que les commerçans Anglais, qui payent à ce roi les grandes coutumes et la permission d'y trafiquer. En réunissant donc les autorités du Père Labat ; du voyage de Laqaille ; témoin en 1784, de Durand, de Golberry, d'Adrien Balbi, imprimé en 1833 ; du Dictionnaire Géographique, en 1834 ; de Malte Brun, revu par Huot, même année ; des faits cités par Mr. Rendall et Isaacs ; de l'opinion formelle des habitans du Sénégal et de leurs administrateurs, il semble qu'il ne peut rester de doute sur l'occupation de Portendic par les Trarzas. Mais le Comité n'hésite pas à ajouter, que plus cette question sera approfondie, et plus l'erreur du système contraire sera clairement manifestée.

II. Question de Fait.

D'ailleurs les faits de la guerre confirment l'existence des Trarzas à Portendic, et leur approvisionnement par le commerce Anglais, puisque d'une part ils avaient rompu les négociations de paix en Août, 1834, sur l'apparition des

bâtimens Anglais se dirigeant sur Portendic; et que d'autre part ils firent la paix en Août, 1835, lorsqu'ils furent bien convaincus que l'escale de Portendic était réellement fermée. Ce fait et l'Article du Traité de 1835, consacré au rétablissement des relations commerciales avec les Trarzas, prouvent que ces relations n'avaient pas continué, et que les Français ne suppléaient pas pendant la guerre les Anglais de Portendic, ainsi qu'il avait été avancé sans fondement.

Le Comité avait d'ailleurs convenablement répondu au sujet de la lettre de M. Valentin, mais les négocians Anglais avaient trouvé sujet de blâmer les expressions du Comité, en les citant inexactement. Le Comité n'avait pas dit, comme le prétend le Mémoire, "Qu'il n'avait pas à s'occuper des calculs des commerçans, même quand il serait prouvé qu'ils ont influencé les résolutions de leur Gouvernement." Le Comité avait dit, au contraire, "à moins qu'il ne fut prouvé qu'ils eussent influencé les résolutions de leur Gouvernement." A cette citation inexacte succède une critique singulière. Le Comité, en réponse aux reproches adressées au Gouvernement Français, d'avoir fait la guerre pour monopoliser le commerce de la gomme, avait fait connaître et le motif politique de la guerre, et la concession politique des Trarzas qui l'avaient terminée. En retour de cette concession, et pour reprendre les relations commerciales, le Gouvernement consentait à payer aux Trarzas leurs anciennes coutumes; et les négocians Anglais d'en conclure que puisque les vainqueurs payaient les vaincus, il était clair que la succession de la Princesse Guimbotte n'était qu'un prétexte pour monopoliser le commerce de la gomme.

Il est, cependant, évident, que c'est parceque les vaincus cédaient le point essentiel réclamé par les vainqueurs, que ceux-ci, en retour, reprenaient avec leurs relations commerciales le paiement des présens qui sont une condition de ce commerce.

Mais l'esprit qui a présidé à la rédaction du Mémoire Anglais, ne se fait pas moins remarquer dans la discussion relative au commerce de contrebande de guerre fait avec les Trarzas par les Anglais à Portendic. Le Mémoire Anglais est bien forcé de reconnaître non seulement le fait en lui-même, mais cette circonstance générale, que les munitions de guerre font une partie essentielle du commerce Africain. Seulement, il se retranche sur la nécessité des munitions pour les marchands qui apportent la gomme pour se défendre contre les voleurs, et sur la ténuité des approvisionnemens fournis par les Anglais. Mais le Comité ne saurait admettre ni cet argument, ni ce calcul. Il n'insistera pas sur l'argument. Il est évident que les marchands venus sans cette fourniture pourraient s'en retourner de même, et qu'il est impossible en vendant aux Trarzas des fusils, de la poudre, et des balles, de garantir qu'ils ne s'en servaient pas contre les Français, avec lesquels ils étaient en guerre.

En outre, il parait certain au Comité, que les auteurs du Mémoire ont abusé plus d'une fois de l'opportunité de la dénégation, et il en juge notamment par le fait suivant. Après avoir reconnu, ce qui ne pouvait être nié, d'après un état de Mr. Redman, que ce négociant avait envoyé à Portendic pour 1,000 livres sterling de munitions de guerre sur "l'Eliza," le Mémoire ajoute, "c'est-à-dire, que la vingtième partie de son chargement consistait en ce qu'on nomme munitions de guerre. Il faut observer de plus, que cette fourniture a "*été la seule qui ait été envoyée par tout le commerce Anglais* pendant la saison." En premier lieu, toujours d'après Mr. Redman, la valeur de la cargaison de "l'Eliza" montait à 6,667 livres sterling, et non à 20,000. Ainsi la proportion n'était pas d'un vingtième, mais d'un sixième et demi environ. Ensuite le Comité ne peut connaître l'état réel des cargaisons expédiées à Portendic par tout le commerce Anglais, ni même par les réclamans, pendant deux ans de guerre, pas même pendant ce qu'ils appellent la saison. Mais enfin, d'après les états fournis par Mr. Redman lui-même, tels qu'ils sont, on voit que dans le montant total de la seule cargaison de "l'Eliza," estimé à £6,661 19*s.* 6*d.*, se trouvaient pour £1005 11*s.* 6*d.* de munitions de guerre; ensuite, que dans d'autres bâtimens expédiés par le même négociant avec des cargaisons valant en tout £10,638 19*s.* 3*d.*, il se trouvait encore pour £802 7*s.* des mêmes munitions. On voit donc de quel côté sont les probabilités de la vérité touchant la déposition de l'équipage du "Dunois;" et le Comité demeure convaincu par ces faits, par l'expérience de la guerre, par tous les rapports dont il a connaissance sur cette matière, que le commerce Anglais fournissait à Portendic d'abondantes quantités d'armes et de munitions aux Trarzas en guerre avec la France.

III. Question de Droit.

De ce qui précède il résulte deux faits certains, le premier, que les ennemis de la France campaient pendant le tems de la traite sur le rivage de Portendic ; le second, que les négocians Anglais y faisaient un commerce de munitions de guerre, que ni les avertissemens des autorités Françaises, ni les promesses de Mr. Rendall en date du 12 Août, 1834, n'avaient pu empêcher. Dès-lors la France n'avait-elle pas un droit parfait, non seulement à poursuivre ses ennemis sur la côte, mais encore à refuser pendant la guerre à un pareil commerce une baie et un territoire qui lui avaient été formellement cédés par la Grande Bretagne ?

Non, répond le Mémoire Anglais, par trois raisons : la première, parceque le Gouvernement Français s'était engagé à ne pas établir ce blocus à Portendic. En second lieu, parceque l'Article XI du Traité de 1783 constituait en faveur des droits de souveraineté de la Grande Bretagne une réserve sous la forme de privilège commercial inviolable en tems de guerre comme en tems de paix. Troisièmement, parceque Portendic, perdu pour la France avec le Traité de 1783, ne lui a pas été rendu par celui de 1814.

Première Objection—Engagemens de la France.

Les réclamans ont fait parvenir au Comité l'extrait d'une dépêche de Mylord Granville, Ambassadeur d'Angleterre, à Mylord Palmerston, en date du 31 Janvier, 1834 ; on y lit ce qui suit :—

"L'Amiral de Rigny, Ministre de la Marine, m'a assuré que le Gouvernement Français n'a point l'intention de mettre le fort, la côte de Portendic, ou tout autre point de la côte, en état de blocus."

L'Amiral de Rigny n'existe plus. Lui seul aurait pu expliquer sa conversation avec M. l'Ambassadeur d'Angleterre ; conversation qui n'a été connue ni des bureaux de son Ministère, de M. le Duc de Broglie, alors Président du Conseil et Ministre des Affaires Etrangères. Toutefois, la date de la dépêche de Mylord Granville fournit à cet égard quelque éclaircissement. La guerre avec les Trarzas n'avait commencé qu'au mois d'Août, 1833. Au mois de Janvier, 1834, M. le Ministre de la Marine pouvait sur les premières nouvelles de cette guerre n'en point préjuger la longueur ni les exigeances, surtout à une époque où l'influence des fournitures Anglaises sur cette guerre n'avait pas encore eu l'occasion de se faire sentir ; mais l'opinion de M. de Rigny n'était pas un engagement ; et le propos en question, dépendant des circonstances du moment, et ignoré de son chef, n'aurait pas pu dépouiller le Gouvernement Français, quels que fussent les événemens ultérieurs de la guerre, du premier des droits d'une nation indépendante : de celui d'employer contre ses ennemis tous les moyens légitimes de défense.

Seconde Objection tirée de la prétendue réserve des droits de souveraineté de la Grande Bretagne, contenue dans le privilège de l'Article XI, inviolable même en tems de guerre, et quelles qu'en soient les conséquences.

Il a paru au Comité que cet argument, tiré de l'Article XI du Traité de 1783, étant réfuté par l'Article IX, il fallait d'abord mettre en présence ces deux Articles ; les voici :

"Article IX.—Le Roi de la Grande Bretagne *cède en toute propriété et garantit* à Sa Majesté Très Chrétienne la Rivière du Sénégal et ses dépendances, avec les Forts de St. Louis, Podor, Galam, Arguin, et Portendic."

"Article XI.—Quant à la traite de la gomme, les Anglais auront la liberté de la faire depuis l'embouchûre de la Rivière St. Jean jusqu'à la baie et fort de Portendic inclusivement ; bien entendu qu'ils ne pourront faire dans la dite Rivière de St. Jean, sur la côte, ainsi que dans la Baie de Portendic, aucun établissement permanent, de quelque nature qu'il puisse être."

Il résulte de la comparaison de ces deux Articles, que la Grande Bretagne n'a pu se réserver aucun droit de souveraineté sur un territoire qu'elle cédait en toute propriété ; qu'en effet la liberté stipulée à l'Article XI, est si peu souveraine, qu'elle est restreinte quant à l'espace où elle peut s'exercer, comme au mode de son action, qui n'admet aucun établissement permanent quelconque ; et que cette liberté d'usage doit céder à la propriété du fond dans les occasions exceptionnelles où elles se trouvaient en collision.

En résumant à cet égard ce qui a été déjà dit dans le premier avis, le Comité répétera que la Grande Bretagne, en cédant et garantissant à la France, par l'Article IX, les côtes du Sénégal en toute propriété, lui a formellement cédé et garanti l'entier et plein usage de tous les droits nécessaires à la conservation de sa propriété ; par conséquent, celui de faire la guerre et de mettre en œuvre tous les moyens qu'elle emploie. Et d'abord de canoner ses ennemis sur la côte où ils se rassemblent, d'y débarquer, de les y poursuivre à outrance, eux et leurs propriétés ; secondement, d'y interdire tout approvisionnement de fournitures de guerre à ses ennemis. Et s'il se trouve que cette contrabande fasse une partie essentielle du commerce que font les Anglais dans la baie Française de Portendic, sous la protection de l'Article XI ; si les avertissemens de l'autorité Française et les engagemens de l'autorité Anglaise sont inefficaces pour l'empêcher ; si enfin une pénible expérience vient démontrer que ces fournitures en éternisant une guerre qui épuise la Colonie du Sénégal, menacent cette colonie de sa ruine ; la France tire des termes précise de l'Article IX, le droit incontestable de suspendre dans cette baie, pendant la durée de la guerre, la concession de l'Article XI ; et dans ces conflits des deux Articles, les effets de l'Article IX l'emportent sur ceux de l'Article XI de toute la supériorité du fond sur l'accident ; de la propriété sur l'usage ; enfin du droit de conservation nationale le plus impérieux de tous sur un simple droit d'utilité commerciale.

Mais venant à l'application de ce droit au "Governor Temple" et à "l'Industry," les réclamans Anglais insistent sur ce que ces deux bâtimens ont été expulsés de la Baie de Portendic antérieurement au blocus ; et sur ce qu'après leur expulsion on a permis leur retour. La réponse est facile. Les autorités Françaises ont eu constamment le droit dans les circonstances graves qui viennent d'être détaillées, d'interdire aux bâtimens Anglais la baie Française de Portendic, comme ils auraient interdit le Hâvre ou Bordeaux. Elles ont cependant vivement répugné au blocus, c'est-à-dire à l'interdiction définitive, tant qu'une malheureuse expérience ne leur en a pas eu démontré l'impérieuse nécessité. Ainsi les premières mesures ont eu en effet un caractère plutôt comminatoire que définitif. Le Gouverneur du Sénégal a d'abord préféré céder aux réclamations Anglaises ; attendre et les ordres de la France et l'effet de ses propres réclamations à la Gambie ; enfin, permettre le retour à Portendic des deux bâtimens. Mais ces justes ménagemens envers une nation intimement alliée, cette ienveillante hésitation, cette modération enfin apportés dans l'exercice d'un droit rigoureux, ne saurait tourner contre lui ; et il n'avait rien perdu de sa force, parceque M. Pujol en avait suspendu la sévérité.

Troisième Objection.

La côte de Portendic, perdue pour la France par l'abolition du Traité de 1783, par la guerre, ne lui a pas été restituée par le Traité de 1814.

L'Article VIII de ce Traité, disent les Anglais, en restituant à la France les *colonies, pêcheries, factoreries, ou établissemens* qu'elle possédait antérieurement à 1792, n'a pu lui rendre une côte qui ne peut être rangée sous aucune de ces quatre dénominations.

Deux observations préliminaires se présentent ici d'abord ; si cette supposition était exacte, serait-elle profitable aux réclamans, qui, après avoir basé leurs droits sur l'Article XI du Traité de 1783, renverseraient ce Traité et avec lui les obligations qu'ils veulent imposer à la France au nom de cet article ?

En second lieu, si cette supposition était juste, comment se fait-il que ni les deux Gouvernemens de France et d'Angleterre, ni les réclamans eux-mêmes, qui, dans leurs discussions antérieures, partaient tous de la supposition que ce Traité existait, ne se fussent point doutés jusqu'à présent de son abolition.

La raison en est simple. C'est que cette découverte n'a aucun fondement. Le Mémoire Anglais cite des passages de Golberry tendant à prouver que les établissemens Français de Portendic et d'Arguin, c'est-à-dire les murailles de ces deux forts, étaient abandonnés en 1787. Donc, disent-ils, Portendic et Arguin ne peuvent être réclamés comme établissemens. Mais en font-ils moins partie de la possession coloniale de la France sur les côtes d'Afrique ? Si l'intention du Traité de 1814 eut été de n'entendre par le mot de colonie que le terrain colonial cultivé ou bâti, les plages incultes de la Guadeloupe, par exemple, seraient donc demeurées aux Anglais ? Mais il n'en est rien. La colonie

s'entend et s'est toujours entendue de tout le terrain sur lequel s'étend la juris-diction que lui assignent l'usage et les traités. Au besoin on en trouverait la preuve dans le fait suivant. Lorsque l'Article X du Traité de 1763 eût cédé à la Grande Bretagne la "propriété de la Rivière du Sénégal, avec tous les droits et dépendances de la dite rivière," le Gouvernement Anglais pensant qu'Arguin et Portendic, quoique non désignés nominativement, fesaient partie de cette cession, en interdit le commerce aux étrangers; et des négocians Français ayant voulu contester cette interprétation en y commerçant, le Ministère Britannique réclama, et soutint que ce trafic était illicite, parceque toute la côte jusques à Arguin était comprise dans cette expression "du Sénégal et de ses dépendances." Sa réclamation fut pleinement admise par le Duc d'Aguillon, Ministre des Affaires Etrangères de France, ainsi qu'on peut le voir par sa lettre en date du 17 Juin, 1773, à Mylord Stormont, Ambassadeur d'Angleterre. Or, en 1783, l'état de possession coloniale de la France sur la côte d'Afrique a été réglé avec encore plus de précision, puisque l'Article IX lui assure non seulement le *Sénégal et ses dépendances*, mais désigne encore expressément Arguin et Portendic. La guerre, objecte-t-on, a aboli ce Traité. Soit: mais pour fixer l'état de possession coloniale antérieur à 1792, qui est restitué à la France par l'Article VIII du Traité de 1814, il faut évidemment remonter aux traités antérieurs qui avaient fixé cet état colonial tel qu'il existait avant 1792. Il faut donc remonter, pour la côte d'Afrique, au Traité de 1783, puisque c'était lui qui alors faisait loi. Il y a plus: c'est que s'il pouvait y avoir doute sur les parties de ce Traité que l'Article VIII a fait revivre, ce ne serait pas sur l'Article IX du Traité de 1783, qui, fixant l'état de possession coloniale, a été incontestablement remis en vigueur, mais sur l'Article XI, qui stipule des charges dont l'Article VIII de 1814 ne fait aucune mention.

En résumé, le Comité pense avoir répondu à toutes les principales objections produites ou reproduites par le Mémoire Anglais. Et le Comité doit l'avouer, ce nouvel examen a fortifié sa conviction du peu de fondement des répétitions présentées par les réclamans. Ils ont souffert, dit-on; mais de quoi? De ce que des spéculations commerciales qui abusaient d'une stipulation diplomatique pour faire un commerce devenu illicite en tems de guerre, ont souffert quelques dérangemens; de ce que la France a fini par refuser son territoire à l'approvisionnement de ses ennemis; de ce qu'elle a enfin détourné de leur voie, une partie des munitions destinées contre elle. Et ce serait à la France à indemniser ces auxiliaires des Trarzas de semblables pertes? Le Comité ne le pense pas.

Fait à Paris, ce 18 Juillet, 1838.

(Signé) JUL. BESSIERES.
ROSSI.
A. DU BOUZET.
GABRIAC, *Rapporteur.*

[For translation, see page 343.]

Inclosure 3 in No. 11.

Baron Roger to the Marquis de Gabriac.

M. le Marquis, *La Moote, St. Firmin (Loiret), 3 Juillet*, 1838.

A L'OCCASION du blocus mis par le Gouvernement du Sénégal devant la Baie de Portendic, en 1835, et des réclamations que des négocians Anglais paraissent avoir élevées à ce sujet, vous me demandez quelle nation Maure occupe de fait la côte de Portendic, selon ce que j'en ai pu savoir durant ma longue administration du Sénégal.

De toute ancienneté, les Trarzas sont considérés dans la colonie comme occupant la côte jusqu'à la Baie d'Arguin. Voilà la tradition, l'opinion commune, la voix du peuple, et, en pareille matière, c'est une grande autorité; le Gouvernement de la colonie, les instructions du Ministre ont toujours admis ce fait comme une vérité qui n'a même jamais été en contestation.

Les négocians Anglais savent mieux que personne à quelle nation appartient la côte de Portendic. Avec qui traitent-ils pour obtenir la permission

d'acheter des gommes sur ce point, et la protection dont a besoin leur commerce? avec le Roi des Trarzas. C'est à lui qu'ils payent ce qu'on appelle les grandes coutumes, c'est-à-dire des redevances commerciales qui impliquent reconnaissance de la souveraineté.

Quels sont les Maures qui campent à Portendic pour protéger le commerce et faire la police de l'Escale? ce sont les Trarzas. Les Anglais ne peuvent le nier, tous les Sénégalois le diront. J'ai reçu du Roi des Trarzas des lettres datées de Portendic: j'ai eu des envoyés qui ont été reçus par lui, *dans son camp de Portendic*, en vue des bâtimens Anglais employés sous sa protection, au commerce de la gomme. Nos croiseurs de la station d'Afrique, s'ils ont communiqué avec la terre à Portendic, comme je le leur avais recommandé, ont dû connaître et peuvent également certifier le fait.

Quelques caravanes appartenant à d'autres nations Maures, apportent aussi des gommes à l'Escale de Portendic: c'est vrai. Il est de même sur nos escales du fleuve. Mais cela ne constitue pas pour ces nations un droit à la possession de la côte de Portendic. Elles n'y sont admises qu'à la double condition de n'être pas en guerre avec les Trarzas, et de leur payer un droit.

Chacun sait que les nations Maures sont partagées en tribus, lesquelles ont des chefs particuliers, qui jouissent de fait, et qui affectent de jouir d'une grande indépendance, surtout parmi les Maures complètement nomades. Ces tribus n'en sont pas moins de droit et de fait reliées en corps de nation et soumises à un chef principal que nous nommons Roi. Ce système d'organization politique permet quelquefois à certaines tribus de se montrer plus que d'autres en évidence, selon des rapports de voisinage et de commerce. Cependant le lien commun et national n'en existe pas moins. C'est ainsi que les Oula-Bisba et les Oulad-Dim ont pû être mal à propos considérés comme des peuplades distinctes et indépendantes. Ils ont dû, en effet, attirer plus que les autres Trarzas, l'attention des navigateurs, parcequ'ils se tiennent ordinairement vers les bords de la mer; que même quelques uns d'entre eux ont des pirogues et se livrent à la pêche; mais ils font incontestablement partie de la nation Trarza.

Au surplus, voici, ce me semble, à quoi l'on doit s'arrêter. Le Roi des Trarzas perçoit les grandes *coutumes* par le traite de gomme à Portendic; il règle les conditions et le tems d'ouverture de l'Escale; il y campe ou fait camper ses gens par mesure de protection et de police; ces faits sont à la connaissance des Anglais. Donc, la domination à Portendic ne peut pas être contestée aux Trarzas.

Cette destination, fut-elle bien moins démontrée, le blocus de Portendic n'en aurait pas moins été régulier et conforme au droit commun pour la côte d'Afrique. Les précédens en font foi. Lorsqu'en 1824 ou 1825, les Ashanties battirent les Anglais et massacrèrent le Gouverneur Macarthy, le blocus fut établi jusqu'à la paix, non seulement sur la partie de la côte qui touchait au Royaume d'Ashantie, mais sur toutes les côtes voisines.

Un exemple plus récent, peut encore être cité. Les Anglais eurent dernièrement une contestation avec le petit pays de Baro, sur la rive droite et à l'embouchûre de la Gambie, en face de leur établissement de Bathurst (Ste. Marie). Non seulement le blocus fut déclaré pour les rivages de Baro, mer et fleuve, mais encore toute communication fut interdite à notre commerce avec les Mandingues du haut pays, et avec les caravanes de l'intérieur de l'Afrique. Nous dûmes même, ce qui est bien plus fort, évacuer notre comptoir d'Albreda en Gambie. Cependant, nous avons senti que c'était une nécessité du pays, une espèce de droit politique tout particulier, dans l'intérêt commun des colonies Européennes sur la côte occidentale d'Afrique; et loin de réclamer des indemnités, nous avons envoyé des bâtimens armés pour défendre la ville Anglaise contre les indigènes. Notre intervention a hâté l'arrangement des affaires.

Beaucoup d'autres faits, beaucoup d'autres argumens, pourraient être employés pour repousser les prétentions Anglaises. Je ne cite que de mémoire, car tous mes documens sont à Paris.

Agréez, &c.,

(Signé) BARON ROGER.

[For translation, see page 349.]

No. 12.

Messrs. Redman, Forster & Smith, and Harrison, to Viscount Palmerston.—
(*Received May* 6.)

My Lord, *London, March* 25, 1839.

WE have the honour to acknowledge the receipt of the copy of a second report from the French Consultative Committee attached to the Department for Foreign Affairs in Paris, of a copy of a letter addressed to that Committee by the Baron Roger, concerning our claims upon the French Government; and also of a letter from Mr. Backhouse, informing us that the French Government concur in the opinion of the Committee, which recommends that our claims should be considered as inadmissible.

We observe that the two documents first mentioned are dated in July last, whereas Mr. Backhouse's letter is dated the 12th instant; and we must take leave to remark, that even allowing a reasonable time to the French Government for the reconsideration of their first determination on this subject, it is a most serious aggravation of the original losses which we have sustained, that a judgment thus affecting our rights should have been withheld from our knowledge during a period of eight months. Of this system of procrastination we have had much reason to complain during the whole of these discussions; and we now beg leave to apprise your Lordship, that we shall embody it in our calculations as a continuance and an extension of the injuries previously inflicted upon us by the authorities of France.

We have perused, and with the aid of our counsel, carefully considered this second report, as well as the evidence of the Baron Roger, with which it is accompanied; and we find that there is not, in either of the documents, a single material point which we have not already refuted, with the exception of a few passages, which we shall now proceed to notice.

With a view to justify the blockade of Portendic, the Baron Roger adduces as a precedent for it an alleged blockade by our Government in the year 1824, 1825, of the coast near the Kingdom of the Ashantees, with whom we were then at war, and an interdict alleged to have been imposed by our marine upon the neighbouring coasts, also not bordering on the country of the Ashantees. This supposed precedent, even if accurately stated, would be altogether inapplicable to the case; for, without going further into the question, it is to be observed, that the natives to whom those coasts belonged were our auxiliaries in the war, and that whatever was done by our colonial officers in the way of cutting off communication of foreigners, was done with the full consent and approbation of our said allies.

As to the proceedings adopted by the English authorities at the Gambia, at the period of our dispute with the Mandingoes, to which allusion is also made by the Baron Roger, neither do these measures afford any justification (as he contends they do) for the French outrages at Portendic. To make those proceedings have any bearing at all upon the case, it should be shown that the English authorities blockaded French territory, or at least territory to which the French had special right of access for commercial purposes; and that such blockade was established without the consent of the French authorities. Now, assuming for the purpose of the argument that the Bara country and Albreda actually belonged to France, or that Frenchmen had a right of access to those places under a solemn treaty with England, the Baron admits that the interdict in question was consented to by the French authorities of the Senegal; and he adds, that they even became our auxiliaries on that occasion, in order that, for the common advantage of the European establishments in that part of Africa, we might thoroughly chastise the Mandingoes! We cannot comprehend, therefore, what parity there is between these events and the lawless infractions by France upon our gum trade at Portendic.

Baron Roger adds, that he is aware of many other facts and arguments by which our claims might be shown to be unjustifiable. If he be, it is very singular that he has not laid them before the Committee, to whom they would, doubtless, have been most acceptable, and who appear in their hour of need to have demanded from him all the assistance he could render to their cause. If the facts and arguments which he has adduced, be specimens of those which he has not adduced, we have little to apprehend from the result, so far as his evidence, still in reserve, is concerned.

As to the new report of the Committee, the only part of it calling for remark is that in which they claim Portendic as French territory by virtue of the Treaty of 1814. Your Lordship cannot have failed to observe that the Committee deal with the territory in question in the most extraordinary manner. They sometimes assert, that the Trazars not only occupy the territory *de facto*, but that they have a right to it according to the geographical and other authorities, and the evidence collected at the Senegal. The Baron Roger clearly insists also upon both these alleged titles (*de facto* and *de jure*) set up by the Committee in favour of the Trazars. Nevertheless, the Committee now pretend that the territory appertains to France under the Treaty of 1814.

This new allegation is easily shown to be utterly untenable. The words of the Treaty are very clear and intelligible; Portendic is not mentioned in it at all; but the Committee claim it for France under the Eighth Article, as a portion of the "possession coloniale de la France sur les côtes d'Afrique." The phrase "possession coloniale" is not to be found in the Article referred to. It is an invention of the Committee. They argue that if Portendic was not restored to France as a portion of the French "possession coloniale," because the territory of Portendic never was in fact cultivated by France, so neither was the whole of Guadaloupe restored under the Treaty, because there are parts of that island incapable of being cultivated.

But the Committee are wrong in assuming that Guadaloupe was restored to France under any general terms of implication such as "possession coloniale" would be. The Ninth Article expressly states, that "His Majesty the King of Sweden and Norway, in virtue of the arrangements stipulated with the Allies, and in execution of the preceding Article, consents that the Island of Guadaloupe be restored to His Most Christian Majesty, and gives up all the rights he may have acquired over that island."

To suppose, therefore, that any portion of the island, whether cultivatable or not, could have been excepted under these terms, would be an absurdity. It shows the looseness with which the Committee argue, when they add, with reference to this point, that if the uncultivatable parts of Guadaloupe were not considered as restored to France, those parts "seraient donc demeurées aux Anglais;" they would not. Had the hypothesis been tenable, those parts would not have remained in the hands of the English, but in those of the King of Sweden and Norway, to whom Guadaloupe had previously belonged.

The Committee proceed to say that the Colony of Senegal extends (and has always been so understood) over the whole of the territory over which the jurisdiction of France has been exercised according to the usage of treaties." Unfortunately for this argument, we find it expressly stated by M. Golberry,—an authority first cited in these discussions by the Consultative Committee, that "the word colony cannot be applied to the Government of the Senegal, nor indeed to any of the establishments comprised within the sphere of its administration." M. Golberry adds, "The Island of St. Louis, though the chief place, though peopled with more than 6000 individuals, is not even itself a colony, nor ever merited the name of one, since its inhabitants (whose island is but a bank of sand) are not colonists, nor do they possess any lands which they can cultivate." (Vol. i., p. 26, English edition.) So that even if the phrase "possession coloniale," framed by the fancy of the Committee, had been found in the Eighth Article of the Treaty of 1814, it would have rendered no service to the object for which they contend, as it certainly would not have comprehended a territory which is not

and never was, and never, according to their own favourite authority, could be a colony.

Nevertheless, the Committee, persevering in the fallacious course of phraseology in which they had begun, refer for a corroboration of their views, to the Tenth Article of the Treaty of 1763, in which France cedes to England "the property of the River Senegal, with all the rights and dependencies of the said river." This Article, they contend, settles the question of usage; for although the French never had intended to cede Portendic to England as a dependency of Senegal, under that Article, nevertheless, when French traders approached the coast of Portendic with the view of obtaining gum there, the English, alleging a right to the coast under the term "dependency," drove the French away from it by main force.

This historical incident is assuredly no proof of any usage of treaties upon the subject of Portendic. One party contended that Portendic was not a dependency of Senegal; the other contended that it was a dependency of Senegal: and for the time the question was decided, not by reference to usage, but by superior force of arms. Yet the French who said in 1773 that Portendic was not a dependency of Senegal, assert, in 1838, that it always was a dependency of Senegal, according to the usage of treaties!

If we look at the Treaty of 1783, we find in it nothing to confirm the Committee's view of the question;—quite the contrary. The Ninth Article restores to France the River Senegal and its dependencies, with the Forts of St. Louis, Podor, Galam, Arguin, and Portendic. The Senegal and its dependencies are first ceded, and then certain forts which are expressly named, and among these so named is Portendic. It is therefore perfectly clear that the parties to that Treaty did not consider that Portendic would have passed to France as a dependency of the Senegal, and hence it was expressly named as a separate part of the cession. So much for the usage of treaties!

Now admitting, after all, for the sake of the argument, that Portendic might be supposed a dependency of Senegal, still it could not be held to have been restored to France under the Eighth Article of the Treaty of 1814; for even the Senegal is therein restored only under the title of a "factory" or "an establishment" possessed by France in 1792; not a word is said of its dependencies.

The Committee, in conclusion, say, "The war, it is objected, put an end to the Treaty of 1783. Be it so. But in order to fix the state of colonial possession anterior to 1792, which is restored to France by the Eighth Article of the Treaty of 1814, it is evidently necessary to go back to the anterior treaties which had fixed that colonial condition such as it existed before 1792. It becomes consequently unavoidable to go back with reference to Africa, to the Treaty of 1783, because it was that Treaty which then constituted the law."

There again a single inaccuracy of expression betrays the fallacy of this argument, if argument it may be called. The Eighth Article of the Treaty of 1814 does not restore to France all her colonial possessions in the seas or upon the continent of Africa, such as they existed anterior to 1792, but only such "colonies, fisheries, factories, and establishments, as she possessed on the 1st of January, 1792;" thus referring expressly to a particular species of property, and the fact of possession on that particular day, and not to any rights belonging, or supposed to have belonged to France, under particular treaties or usages existing anteriorly to that day. Therefore the necessity of going back to the Treaty of 1783, in order to explain the Treaty of 1814, does not exist.

But even it did, and if the state of possession is to be considered as settled, not by the Treaty of 1814 and the actual possession as it existed on the 1st of January, 1792, but by the Treaty of 1783, then how would this argument relieve the French from our claims for indemnity, for, under the Eleventh Article of the latter Treaty, we should still have the "liberty to trade for gum at Portendic." Our claims are indefeasible, under whatever Treaty the state of possession may be regulated, so far as Portendic is concerned.

But, say the Committee, perceiving that their argument cuts two ways, "If there be any doubt as to the revival of any part of the Treaty of 1783 by the Treaty of 1814, it is only as to the Eleventh Article, because, although the Treaty of 1783 is so revived for the purpose of showing possession, it is not revived as to any 'conditions' annexed to that possession, inasmuch as in the Treaty of 1814 nothing is said of any such conditions!" We need scarcely remark, that if the Treaty of 1783 be revived at all by the Treaty of 1814, for the purpose stated by the Committee, the "état de possession" can only be established in the way it was defined by the express language of the Treaty itself, and consequently the Eleventh Article would be just as binding upon France, as the Ninth would be on Great Britain.

We have thus, my Lord, following the Consultative Committee through the new labyrinth of rhetoretical fallacies in which they have endeavoured to conceal from their own good sense and judgment, the true merits of our claims. And we have, as we believe, completely vindicated our demands, against every kind of objection which the most refined subtlety could discover, with a view to depreciate them.

We have, &c.,

(Signed) G. C. REDMAN.
FORSTER & SMITH.
ROBERT HARRISON.

DIVISION V.

CORRESPONDENCE RELATIVE TO THE APPOINTMENT OF A COMMISSION, AND DOWN TO THE PERIOD OF THAT COMMISSION BEING SUSPENDED BY THE POLITICAL EVENTS OF 1840.

MR. BULWER relates a friendly conversation on the subject of Portendic with Marshal Soult, who admits that the English, instead of being restricted to trading at anchor, may build temporary huts on the shore; and promises that there shall be no renewal of complaints in future. Mr. Bulwer again writes to say that the Marshal will consent to the appointment of a joint commission to consider, and render justice to, British claims. Commissioners are finally appointed, and M. de Gabriac, the very person who, as reporter of the "Comité du Contentieux," had decided on the British claims formerly, is now unfortunately named by the French Government as one of the Commissioners. This Commission sat for some time, but was interrupted by Mr. Rothery's going to England to re-examine into the claimants' accounts. The result of this inquiry is then given, and the various documents of the claimants in proof of the reasonableness of their demands. In the subsequent Division of this subject, viz., the re-opening of the Commission in 1841, will be found an explanation of the course which, previous to Mr. Rothery's departure, had been pursued by the Commission.

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18. Mr. Harrison to Lord Leveson. Two Inclosures. 1. Account of loss sustained in 1834 and 1835, by Mr. Harrison, in consequence of the blockade. 2. Extracts from correspondence between Mr. Harrison and his agent at Gambia to prove:— First. His preparation and intention to trade at Portendic in 1835, which would have been carried into execution but for the blockade. Secondly. The profits actually realized by the French Society at Senegal in 1834, on their gum trade with the Moors, which profits were near 150 % on the capital invested. Thirdly. The actual amount of profit made in France by a French merchant in 1835, upon the capital invested in that year in the gum trade of Senegal, over and above the profit already made by the Senegal Company.	London, July 18, 1840.	Transmitting the statement of his claims drawn up on the principle suggested to him by Lord Leveson, with remarks.	* * * * *	23

DIVISION V.

Correspondence relative to the Appointment of Commission, &c.

No. 1.

Mr. Bulwer to Viscount Palmerston.—(*Received August* 25.)

(No. 7.)

My Lord, *Paris, August* 23, 1839.

IN a conversation which I had with Marshal Soult to-day, I referred to the differences existing with respect to the affair at Portendic.

The Marshal said, "I am glad you have mentioned this subject, since it affords me an opportunity of saying that I have received this morning the information that two British vessels lately took cargoes of gum from that part of the African coast, and, indeed, complaints have been addressed to me by two French merchant-vessels in consequence. I have ordered, however, that no sort of obstacle should be placed in the way of British vessels carrying on this trade; and I have likewise stated, the question having been put to me, that there could be no objection to the erection of temporary huts on the shore for this purpose, our rights merely extending to the prevention of any permanent settlement there; as far as the present therefore is concerned, I hope that every thing is perfectly satisfactory. In regard to the past, I am now waiting a reply to the answer which the French Government made to the observations which were addressed to it by the Government of Great Britain."

I cannot refrain from remarking to your Lordship that the whole tone of Marshal Soult's conversation on this subject was extremely friendly.

I have, &c.,

(Signed) HENRY L. BULWER.

No. 2.

Mr. Bulwer to Viscount Palmerston.—(*Received September* 2.)

(No. 24.)

My Lord, *Paris, August* 31, 1839.

I HAVE the honour to inform your Lordship that, at an interview with Marshal Soult this morning, I brought to his attention the affair of Portendic, as one that ought not to be allowed to continue in abeyance.

The Marshal reiterating to me the observations which he made use of on a previous occasion (No. 7), continued to say, that he had just heard from M. de Bourqueney, that your Lordship had suggested the idea of a Joint Commission to consider and report on that subject, and on the claims made by British subjects, to which, said the Marshal, "I will at once consent with pleasure; and Lord Palmerston has only to name any person on the behalf of the British Government, and I will make a similar nomination on behalf of France."

"I would request Lord Palmerston, as a favour, to let the Commission be established here, since all our papers and all yours are at Paris, and it would be convenient to avoid their transmission."

The Marshal continued to observe, that there must be always little questions of this description in the relations between the two Governments, which he would always wish to settle in the same friendly manner, never allowing them to interfere in the slightest degree with that harmony which reigned, and which he hoped long would reign between the two countries.

I have, &c.,

(Signed) HENRY L. BULWER.

No. 3.

Viscount Palmerston to Earl Granville.

(No. 134.)

My Lord, *Foreign Office, April* 14, 1840.

WITH reference to a conversation between Mr. Bulwer and Marshal Soult, which is reported in Mr. Bulwer's despatch No. 24, dated the 31st August last, respecting the expediency of appointing a mixed Commission to sit at Paris, to consider and report upon the claims of certain British subjects to compensation from the Government of France, on account of losses sustained by them from the forcible interruption of their trade at Portendic, in the years 1834 and 1835; I have to acquaint your Excellency, that Her Majesty's Government have appointed Mr. Bulwer, Secretary to Her Majesty's Embassy at Paris, and Mr. Rothery, Commissioners on the part of Her Majesty's Government, to discuss and arrange with the Commissioners who may be appointed on the part of France, the claims in question.

Your Excellency will notify the appointment of Mr. Bulwer and Mr. Rothery to the French Government, and invite them to nominate French Commissioners with as little delay as may be practicable.

I inclose for your Excellency's information a copy of the preliminary instructions with which I have furnished the British Commissioners; and your Excellency will be so good as to direct that the documents referred to in those instructions may be forthwith placed in the hands of these gentlemen.

I am, &c.,

(Signed) PALMERSTON.

Inclosure in No. 3.

Viscount Palmerston to Mr. Bulwer and Mr. Rothery.

Gentlemen, *Foreign Office, April* 14, 1840.

A PROTRACTED correspondence having taken place between Her Majesty's Government and the Government of France, relative to the claims of certain British subjects to compensation from the Government of France, on account of losses sustained by them from the forcible interruption of their trade at Portendic in the years 1834 and 1835; and no agreement having yet been come to thereupon, the two Governments have agreed to appoint a joint commission to consider and report upon the claims in question, in the hope of thereby bringing the matter to a speedy and satisfactory conclusion.

This Commission will sit at Paris, and will consist of four members, two British and two French; and Her Majesty's Government having selected you to be the British Commissioners, you will, at your earliest convenience, put yourselves in communication with your French colleagues at Paris.

The case for the consideration and report of the Commission may be briefly stated as follows:—

It appears in the first place, that French ships of war, without any previous notice, forcibly interrupted the lawful trade of certain British subjects on the coast of Africa, and by violence compelled certain British merchant-vessels to quit the place to which they had rightfully come for the purpose of trade; and for this violation of international rights, compensation is demanded by Her Majesty's Government, on behalf of the parties who have suffered losses thereby.

It appears, in the next place, that in consequence of a rumour that the French Government intended to establish a blockade on the coast of Africa, some communications took place between the two Governments, and assurances were received from the French Government, that no such blockade would be established; and this assurance having been made known by the British Government to the British merchants interested in the gum trade, those merchants proceeded to dispatch their vessels to Portendic; but notwithstanding the above-mentioned official assurance given at Paris, the French colonial authorities at Senegal did establish a blockade at Portendic, and, under pretence of that blockade, drove away certain British merchant-vessels which had gone out upon the faith of the assurances of the French Government. It further

appears that the blockade so declared, besides being contrary to those assurances, was inconsistent, in several respects, with the law of nations, and, therefore, invalid.

For these reasons Her Majesty's Government call upon the Government of France to make compensation for the losses sustained by British subjects, by reason of this proceeding of the French authorities at Portendic.

You will be furnished by Her Majesty's Embassy at Paris with all the principal papers which relate to this subject, and of which I herewith inclose a list, comprising the original statements of the claimants, as presented to the French Government by Her Majesty's Ambassador at Paris, showing the amount of the several claims, and the grounds upon which they rest; the notes thereupon, which have been exchanged between the two Governments; the Reports of the Committee appointed by the French Government to consider these claims, and the replies of the claimants, in refutation of the arguments employed by the French Committee against the admission of their claims. It will be your duty to peruse carefully the whole of these documents, in order to make yourselves fully masters of the merits of the case, and of the arguments adduced on both sides, in order that you may be prepared to discuss with your French colleagues the points at issue, with a view to bring the question to a satisfactory settlement.

You will find embodied in the several notes from Her Majesty's Ambassador at Paris to the French Government, and in the statements of the claimants, all the facts and arguments upon which Her Majesty's Government rest their right to insist upon compensation from the French Government, for the losses sustained by the proceedings in question.

The last of these papers is a letter from Messrs. Redman, Forster and Smith, and Harrison, dated the 25th of March, 1839, which, in the opinion of Her Majesty's Government, contains, in addition to the observations and arguments previously adduced, a complete and satisfactory refutation of the pretences set forth in the last Report of the French Committee, as the grounds upon which they have recommended to their Government, the rejection of these claims.

The first question to be considered by the Commissioners is one of principle, namely, whether the claimants are entitled to receive compensation from the French Government for the losses which they have sustained by reason of the violent obstruction which they experienced from the French authorities on the coast of Africa while pursuing their lawful commerce: the second question is one of amount; namely, what is the amount of compensation which the parties concerned may justly claim from the Government of France. Her Majesty's Government trust and believe that you will be able to establish sufficient and conclusive grounds upon which the first question ought to be resolved in the affirmative. The solution of the second question must depend upon documents and vouchers to be produced by the claimants.

I am, &c.,
(Signed) PALMERSTON.

No. 4.

Earl Granville to Viscount Palmerston.—(Received April 29.)

(No. 150.)

My Lord, *Paris, April 27, 1840.*

I HAVE received a note from the President of the Council, informing me that the Marquis de Gabriac and M. Ducos (a Deputy) were the Commissaries named by the French Government to meet Mr. Bulwer and Mr. Rothery on the Portendic question.

I expressed my regret to M. Thiers this morning, that the Marquis de Gabriac had been named a Commissary, as he had been already employed to combat the claims of the British merchants, and committed to an opinion most adverse to them.

M. Thiers was sorry that he had not been aware of this circumstance before the Commissaries had been named; but he could assure me that not only would his official instructions enjoin him to consider the case in a spirit of conciliation, but that he should personally urge him to endeavour to come to some satisfactory compromise.

I have, &c.,
(Signed) GRANVILLE.

Inclosure in No. 4.

M. Thiers to Earl Granville.

M. l'Ambassadeur, *Paris, le* 24 *Avril,* 1840.

VOTRE Excellence m'a fait l'honneur de m'informer le 17 de ce mois, du choix que Sa Majesté la Reine d'Angleterre avait fait de MM. Bulwer et Rothery pour procéder, de concert avec les Commissaires que le Gouvernement du Roi aurait désigné, à l'examen des réclamations auxquelles a donné lieu, de la part de quelques sujets Britanniques, la suspension forcée de leur commerce à Portendic pendant les années 1833 et 1834. Je me suis empressé, en conséquence, de prendre à cet égard les ordres de Sa Majesté, et j'ai l'honneur de faire connaître à votre Excellence, que le Gouvernement du Roi a choisi, pour faire partie de la Commission Mixte, MM. le Marquis de Gabriac, ancien Ambassadeur, et Ducos, Membre de la Chambre des Députés.

Ces Messieurs seront prêts à entrer en conférence aussitôt que MM. les Commissaires Anglais en auront témoigné le désir.

J'ai l'honneur, &c.,
(Signé) A. THIERS.

[For translation, see page 351.]

No. 5.

Lord Leveson to Mr. Redman.

Sir, *Foreign Office, June* 20, 1840.

I AM directed by Viscount Palmerston to inform you that the mixed joint British and French Commission have had several meetings on the subject of the claim made by you and other British merchants against France, for losses sustained in consequence of the forcible interruption of your trade at Portendic by the French, in the years 1834 and 1835; and it being necessary that those claims should be strictly scrutinized by Her Majesty's Governmant, before they are finally submitted for detailed examination by the Mixed Commission, I have to inform you that his Lordship's attention has been particularly drawn to the principle upon which compensation is claimed by yourself and the other parties for losses alleged to have been sustained in the year 1835; and however desirous his Lordship is to obtain full compensation for every loss which has really been incurred, he cannot fail to observe, that the principle upon which you calculate your loss in the year 1835 cannot be maintained.

It appears that in calculating the loss which you sustained upon the goods you sent out, you have gone upon the assumption that those goods would have produced a certain quantity of gum; that the gum so purchased would have produced a certain price in the London market; and in this manner you arrive at the conclusion that you have sustained a loss amounting to between 50,000*l.* and 60,000*l.* But Viscount Palmerston is of opinion, that no claim founded upon such a principle, can be maintained either against the British or against any other Government, and he considers that you would better consult your own interests by reducing your demands to a just amount, and by estimating your loss according to the principles which have usually been acted upon in similar cases. I have therefore to suggest, that, in order to enable Her Majesty's Government to bring your case fairly before the Government of France, you should state the amount of capital which you invested in the undertaking which the French prevented you from completing, explaining in what articles and at what times and places that capital was invested. You should then add to that capital a reasonable sum as mercantile profit thereupon, and you should deduct from the aggregate amount of those two sums the amount which you have realized by the sale of the goods, in the purchase of which your before-mentioned capital was invested. You should moreover support these statements by satis factory proofs, and you should then charge interest upon the balance.

It is also desirable that you should state more fully than you have done in the papers sent by you in support of your claim, the particulars of the property that was left by Mr. Pinsent at Portendic, and which is said to have been stolen by the Moors, and which is charged by you at the value of 564*l.* 3*s.* 4*d.*, and you should explain what is meant by the item "loss of trade goods 289*l.* 3*s.*," and why 289*l.* 3*s.*, being 100 per cent. upon that sum, is charged in addition.

As the Commissioners at Paris are desirous of terminating their duties with as little delay as possible, Viscount Palmerston wishes to have these documents and explanations immediately.

I am, &c.,
(Signed) LEVESON.

No. 6.

Lord Leveson to Messrs. Forster and Smith.

Gentlemen, *Foreign Office, June* 20, 1840.

I AM directed by Viscount Palmerston to inform you that the Mixed Joint British and French Commission have had several meetings on the subject of the claim made by you and other British merchants against France, for losses sustained in consequence of the forcible interruption of your trade at Portendic by the French, in the years 1834 and 1835; and it being necessary that those claims should be strictly scrutinized by Her Majesty's Government before they are finally submitted for detailed examination by the Mixed Commission, I have to inform you that his Lordship's attention has been particularly drawn to the principle upon which compensation is claimed by yourself and the other parties, for losses alleged to have been sustained in the year 1835; and, however desirous his Lordship is to obtain full compensation for every loss which has really been incurred, he cannot fail to observe, that the principle upon which you calculate your loss in the year 1835 cannot be maintained.

It appears that, in calculating the loss which you sustained upon the goods you sent to Gambia, you have gone upon the assumption that those goods would have been sent to Portendic, and there would have produced a certain quantity of gum; that the gum so purchased would have produced a certain price in the London market; and in this manner you arrive at the conclusion that you have sustained a loss, which you have charged at £24,275. 9*s.* 9*d.*

But Viscount Palmerston is of opinion, that no claim founded upon such a principle, can be maintained either against the British or against any other Government; and he considers that you would better consult your own interests, by reducing your demands to a just amount, and by estimating your loss according to the principles which have usually been acted upon in similar cases. I have therefore to suggest that, in order to enable Her Majesty's Government to bring your case fairly before the Government of France, you should state the amount of capital which you invested in the undertaking which the French prevented you from completing, and at what times and places that capital was invested; you should then add to that capital a reasonable sum as mercantile profit thereupon, and you should deduct from the aggregate amount of those two sums, the amount which you have realized by the sale of the goods in the purchase of which your before-mentioned capital was invested. You should moreover support these statements by satisfactory proof, and you should then charge interest on the balance.

It is also desirable that, as you have charged the sum of £2000 in addition to the demurrage of the ship "Governor Temple," on the ground that if such vessel had not been interrupted, two voyages instead of one would have been made, that you should state more fully than you have done in the papers sent by you in support of your claim, how this sum of £2000 is made out.

As the Commissioners at Paris are desirous of terminating their duties with as little delay as possible, Viscount Palmerston wishes to have these documents and explanations immediately.

I am, &c.,
(Signed) LEVESON.

No. 7.

Lord Leveson to Mr. Harrison.

Sir, *Foreign Office, June* 20, 1840.

I AM directed by Viscount Palmerston to inform you that the Mixed Joint British and French Commission have had several meetings on the subject of the claim made by you and other British merchants, against France, for losses sustained in consequence of the forcible interruption of your trade at Portendic by the French, in the years 1834 and 1835; and it being necessary

that those claims should be strictly scrutinized by Her Majesty's Government before they are finally submitted for detailed examination by the mixed Commission, I have to inform you that his Lordship's attention has been particularly drawn to the principle upon which compensation is claimed by yourself and the other parties for losses alleged to have been sustained in the year 1835; and however desirous his Lordship is to obtain full compensation for every loss which has really been incurred, he cannot fail to observe, that the principle upon which you calculate your loss in the year 1835, cannot be maintained.

It appears you have made a claim for £12,600, although you had no property whatever seized or warned off from Portendic by the French authorities; and though, so far as appears, you had not purchased or shipped any goods whatever, except a small quantity of corn amounting to £150, for trade with the Moors, and the only ground upon which you make your claim, is, that if it had not been for the blockade, you should, according to the usual scale of your business, have exported to the extent of 9000 bafts, and if you had done so, and they had been taken to Portendic, and if they had been exchanged for gum, and if that gum had been brought to the Port of London, you might have realized a profit of £12,600.

Viscount Palmerston is of opinion, that no claim founded upon such a principle, can be maintained either against the British or against any other Government; and he considers that you would better consult your own interest by reducing your demands to a just amount, and by estimating your loss according to the principles which have usually been acted upon in similar cases.

I have therefore to suggest that, in order to enable Her Majesty's Government to bring your case fairly before the Government of France, you should state the amount of capital which you invested in the undertaking which the French prevented you from completing, explaining in what articles and at what times and places that capital was invested; you should then add to that capital a reasonable sum as mercantile profit thereupon, and you should deduct from the aggregate amount of those two sums the amount which you have realized by the sale of the goods, in the purchase of which your before-mentioned capital was invested. You should, moreover, support these statements by satisfactory proof, and you should then charge interest on the balance.

It is also desirable that you should state more fully than you have done, you claim for £1350, charged by you in the year 1834, in consequence, as you state, of your having lost the early market of that year.

As the Commissioners at Paris are desirous of terminating their duties with as little delay as possible, Viscount Palmerston wishes to have these documents and explanations immediately.

I am, &c.,

(Signed) LEVESON.

No. 8.

Mr. Redman to Lord Leveson.—(Received June 27.)

My Lord, *Lime Street, June 26, 1840.*

I HAVE the honour to acknowledge the receipt of your Lordship's letter of the 20th instant, informing me, amongst other things, that the Mixed Joint British and French Commission have had several meetings on the subject of the claims made by me and other British merchants against France, for losses sustained in consequence of the forcible interruption of our trade at Portendic by the French, in the years 1834 and 1835; that it is necessary that those claims should be strictly scrutinized by Her Majesty's Government before they are finally submitted for detailed examination by the Mixed Commission; that Lord Palmerston's attention has been particularly drawn to the principle upon which compensation is claimed, and that he cannot fail to observe, that the principle upon which I calculate my losses in the year 1835, cannot be maintained.

In reply to your Lordship's letter, I beg leave to state, that the amount of my loss was originally mentioned in a letter which I addressed to Lord Palmerston on the 15th of May, 1835; that in his Lordship's reply, dated the 12th of June, 1835, he was pleased to suggest, that "the amount of loss actually sustained should be established by the best evidence that the nature of the case would admit; and that in addition to the protests and other documents which had been already transmitted to him, statements on oath should be furnished showing the tonnage of vessels, terms of charter, period of detention and release," &c.

The statements thus required having been accordingly transmitted to Lord Palmerston, he was further pleased to require the attestation of some respectable and independent merchant, who could, after the examination of my books, certify the correctness of my claims. His Lordship named Mr. George Frederick Young for that purpose, who having kindly agreed to accept this task, the whole of my books, accounts, and correspondence connected with the transactions in question were unreservedly submitted to the inspection of Mr. Young, who examined them in conjunction with his partner, Mr. C. J. White, a gentleman thoroughly acquainted with mercantile affairs, and eminent for his experience as an accountant.

After an anxious and laborious investigation of the books and documents thus confided to those gentlemen, they finally made up the account in the form in which they arranged it; it was forthwith transmitted to your Lordship, and in that form it is now before the Mixed Commission; the desire of both those gentlemen having been that it should contain not merely an unexaggerated but a moderate statement of the loss incurred.

Subsequently to the transmission to the Foreign Office of the account thus revised and settled, in conformity with Lord Palmerston's direction, it appears that my case was referred for further scrutiny to Sir John Dodson, and that it was very minutely examined by that officer with the assistance of my counsel, Mr. Quin, who by Lord Palmerston's permission attended Sir John Dodson for that purpose. The result of Sir John Dodson's examination on that occasion is upon record in his report upon the claim to Lord Palmerston. To that report I take leave to refer, and I believe it will be found that, in the opinion of that officer, the principle upon which my claim and all its details are founded, is just and indisputable, according to the rules of equity as well as international law.

In order, however, to bring to an immediate conclusion all the questions connected with my claim, and to prevent the necessity of repeating in writing all the statements and arguments which, in the course of the last six years, I have addressed to Lord Palmerston upon this subject, I beg leave to say that I am most willing to place before the British Members of the Mixed Commission every book and document of what nature soever in my possession, as well as any further evidence which they may require that it is in my power to procure, which can aid them in coming to a right judgment upon this matter. I seek no more than justice; and I am fully prepared to show that the sum which I have set down as the amount of my loss would (after the injuries I have sustained, and the length of time during which that justice has been denied by the French Government) very inadequately compensate me for the all but fatal influence which the lawless and hitherto unchastized aggressions of France have exercised upon my fortunes.

I have, &c.,

(Signed) GEO. C. REDMAN.

No. 9.

Messrs. Forster and Smith to Lord Leveson.—(Received June 27.)

My Lord, *New City Chambers, June 27, 1840.*

WE have the honour to acknowledge the receipt of your Lordship's letter of the 20th instant, informing us that the Mixed Joint French and British Commission have had several meetings on the subject of the claims made by us and other British merchants against France, for losses sustained in consequence of the forcible interruption of our trade at Portendic, in the years 1834 and 1835; that it is necessary those claims should be strictly scrutinized by Her Majesty's Government, before they are finally submitted for detailed examination by the Mixed Commission; that Lord Palmerston's attention has been particularly drawn to the principle upon which compensation is claimed by us and the other parties, for losses alleged to have been sustained in the year 1835; and that he cannot fail to observe that the principle upon which we calculate our losses for 1835, cannot be maintained.

With reference to this part of your Lordship's letter, we take leave to state, that our claim for losses sustained in 1835 has already been most strictly scrutinized by the law officer of the Crown, Sir John Dodson, with the assistance of our counsel, Mr. Quin, who, by Lord Palmerston's permission, attended Sir John Dodson for that purpose. The result of Sir John Dodson's examination upon that occasion is on record in his report upon the claim to Lord Pal-

merston. To that report we take leave to refer, and we believe it will be found that, in the opinion of that officer, the principles upon which our claim is founded, with all its details, are just and undisputable, according to the rules of equity as well as of international law.

The same observation applies to our claims for 1834, to which your Lordship adverts. We know of no other principles than those on which we have founded our claims for both periods in question, that can apply to the very peculiar circumstances connected with our case; and as those principles have been already sanctioned by Her Majesty's Advocate, and recognised by Her Majesty's Government, we are at a loss to understand why they should now be questioned after the lapse of so many years.

As to the details of our claims, we are of course willing to submit them to any inquiry which the British Commissioners may think fit to institute, before being finally submitted to the French Government. All the books and documents in our possession connected with those claims, we shall lay before them without reserve; and if any further evidence be required, we shall procure it as far as is practicable, for their satisfaction, as well as for that of Her Majesty's Government.

If deemed relevant and admissible, we should have no difficulty in proving that our losses greatly exceed the amount we have claimed for. Since 1835, we have made great efforts and sustained great losses in endeavouring to re-establish the gum trade at Portendic; but we have found the confidence of the Moors in British influence completely destroyed. They saw our ships chased away by the French in 1835, and they conclude that they have that power whenever they choose to exercise it. The consequence is, that the trade is now completely lost both to us and to our country. As far as we have been able to learn, no British merchant or British vessel now visits, or is likely to visit Portendic, in future. The policy of the French has therefore been completely successful, and they have already reaped, and will long continue to reap, the benefits accruing from their schemes and outrages. We have, &c.,

(Signed) FORSTER & SMITH.

No. 10.

Mr. Harrison to Lord Leveson.—(*Received June* 29.)

My Lord, 16, *Philpot Lane, June* 27, 1840.

I HAVE the honour to acknowledge the receipt of your Lordship's letter of the 20th instant, informing me that the Mixed Joint British and French Commission have had several meetings on the subject of the claims made by me and other British merchants, against France, for losses sustained in consequence of the forcible interruption of our trade by the French at Portendic, in the years 1834 and 1835; that it is necessary that those claims should be strictly scrutinised by Her Majesty's Government, before they are finally submitted for detailed examination by the Mixed Commission; that Lord Palmerston's attention has been particularly directed to the principle upon which compensation is claimed; and that he cannot fail to observe, that the principle upon which I calculate my losses cannot be maintained.

In reply, I have the honour to state, that the principle of consequential damages, which applies more directly to my claims connected with the year 1835 than to those connected with the year 1834, has been fully sanctioned by Her Majesty's Advocate in his reports upon all these claims to Lord Palmerston; that from the correspondence which has taken place between Lord Palmerston and the French Government, so far as he has been pleased to make us acquainted with it, it further appears that the same principle has been already approved by his Lordship and Her Majesty's Government; and that declarations to this effect have been made in Parliament by Lord Palmerston and Lord Melbourne. I am aware, however, that, with reference to the year 1835, the estimate of my losses is open to an equitable arrangement, and so I have universally represented.

My case with respect to that year is this: I was engaged in carrying on the gum trade; it had been for years a portion of my business as a Gambia merchant. In that capacity I was employing a capital of above £20,000 as my books will show; upon which I ought to have had in that year an opportunity for realizing

profits, and would have had such an opportunity, but for the unlawful acts of the French at Portendic. That some indemnity, therefore, is due to me, I apprehend, cannot be denied; the specific amount of such indemnity I am not unwilling to leave to the fair consideration of the British Commission.

As to my losses in the year 1834, they rest upon positive evidence, already, I presume, in the hands of the Commissioners; and I am ready to supply any further evidence which I can procure that may be required, in order to show that amount of damage I sustained in that year is fairly stated.

I have, &c.
(Signed) ROBERT HARRISON.

No. 11.

Messrs. Forster and Smith to Viscount Palmerston.—(*Received July* 8.)

My Lord, *New City Chambers, July* 6, 1840.

REFERRING to our letter of the 27th ult. in reply to your Lordship's communication of the 20th, relative to our claim on the French Government for losses sustained by reason of the forcible interruption of our trade at Portendic, in the years 1834 and 1835, we have now the honour to transmit an amended account of those losses, amounting to £25,116. 14*s.* 11*d.* in place of £24,275. 9*s.* 9*d.*, the amount previously claimed.

In consequence of the receipt of your Lordship's letter, in which, amongst other matters, you require some further particulars of the claim for £2,000., which forms part of our account for loss of trade, in consequence of the seizure of the "Governor Temple" in 1834, we have been induced to re-examine our accounts; and, in reference to that item, we have discovered an error to our prejudice, which we desire to explain and correct as speedily as possible, the real loss being £2,778, in place of £2,000. The mistake arose in this way: our agent in Africa, in sending us an account of the loss, was unable to estimate the damage accurately, from not knowing the market price of gum in England, and therefore put down the round sum of £2,000, whereas the real loss, according to the quantity of bafts shipped and the price of gum in England, was £2,778, as your Lordship will perceive by the inclosed copy of the account, made up at the time and then handed to your Lordship, with the certificate referred to. But, in making up the general account, including the losses for both 1834 and 1835, the former sum of £2,000 was by mistake inserted therein, in place of the corrected estimate of £2,778.

The amended account now amounts to £25,116. 14*s.* 11*d.*, which we believe to be correct in every particular.

We have, &c.
(Signed) FORSTER & SMITH.

Inclosure in No. 11.

Statement of Forster and Smith's Claim.

London, July 6, 1840.

		£	*s.*	*d.*	£	*s.*	*d.*
1834.							
Oct. 31.	To Hire of the "Governor Temple" - - -	151	13	4			
	„ Loss of Trade - - - - -	2,778	0	0			
	„ Mr. Pellegrin - - - - -	150	0	0			
					3,079	13	4
	Interest on this sum, from 31st Oct., 1834, to 11th Nov., 1836; two years and twelve days, at four per cent. per annum - - - -				250	8	5
1835.							
Oct. 31.	To Loss on Corn - - - - -	433	6	8			
	" Ditto on Bafts - - -	20,488	18	6			
					20,922	5	2
	Interest on this sum, from 31st Oct., 1835, to 11th Nov., 1836; one year and twelve days, at 4 per cent. per annum - - - -				864	8	0
					£25,116	14	1

Errors excepted.
(Signed) FORSTER & SMITH.

London, Nov. 2, 1836.

LOSS on the Cargo of the "Governor Temple," forcibly turned away by the French, while trading at Portendic, in July, 1834.

Dr.	£	Cr.	£
1834.		1834.	
July. To 2,520 pieces of Blue Baft, shipped on board the "Governor Temple" for trade at Portendic, and there turned away by the French; which Bafts, in Trade with the Trazars, would have sold for 63 lbs. nett of gum for each piece, after deducting 10 per cent. in weight, for presents, which, at 80*s.* per cwt. for gum in bond, as per certificate, would have netted per piece £2 5 0		July. By 42 Bales, or 2,520 pieces of Blue Bafts on hand, valued at 11*s.* per piece - - -	1,386
Less freight and all other charges - - - 0 11 0		By sundries, for presents, returned - - - -	120
£1 14 0		By Balance of Loss, due Forster and Smith - - - -	2,778
which, on 2,520 pieces, amounts to - - -	£4,284		
			£4,284
To balance of loss brought down	2,778		

Errors excepted.
(Signed) FORSTER & SMITH.

No. 12.

Messrs. Redman, Harrison, and Forster & Smith to Lord Leveson—
(*Received July* 18.)

My Lord, *Lime Street, July* 17, 1840.

IN addition to the accounts already forwarded to Lord Palmerston, we have now the honour to transmit a Statement of Loss on the joint adventure to Portendic, in the "Columbine" and "Marmion," in July, 1835, in consequence of the vessels being warned off by the French, until the season was too far advanced to carry on the trade.

This statement we submit to be within the principle laid down by Lord Palmerston, inasmuch as it shows an outlay of capital actually expended upon the gum trade at Portendic, and on which capital the loss stated was made by reason of the trade having been wholly diverted to the Senegal during the remainder of the season, which, in the early part of it, had been interrupted by the blockade.

Upon the capital we expended we charge, as "Mercantile profit," the sum specified in the account; and then, having deducted the produce of the capital from the sum so made out, the difference appears to be £6,500, which we claim as due to us, upon the joint adventure, from the French Government.

We have, &c.,
(Signed) GEO. C. REDMAN.
ROBERT HARRISON.
FORSTER & SMITH.

Inclosure 1 in No. 12.

London, July 18, 1840.

	£	s.	d.
Amount of invoice per the brig "Columbine," from London to Portendic - - - - - - - - -	1701	11	0
Amount of invoice per "Marmion," from St. Mary's to Portendic	2188	11	9
Amount of invoice for corn, &c. sent from St. Mary's to Portendic	790	0	0
	4680	2	9
75 per cent. for profit - -	3510	2	0
	8190	4	9
Less.			
Nett proceeds of goods disposed of at Gambia after failure of attempt to renew the gum trade - - - - -	1690	0	0
	6500	4	9

(Signed) GEO. C. REDMAN.
ROBERT HARRISON.
FORSTER & SMITH.

Inclosure 2 in No. 12.

Invoice of Sundries shipped on board the "Columbine," Pilcher, Master, for the West Coast of Africa, on account and risk of the following, viz.:—two-fifths G. C. Redman, Esq., one-fifth Robert Harrison, Esq., and two-fifths the Shippers.

[P]							£	s.	d.		
Bales $\frac{1}{25}$	25 bales, each, 60=1500, fine blue bafts 18½ yards at 13s. 6d. - - - - -						1012	10	0		
2	do.	do.	120, white	do.	18 do.	10s. 6d.	63	0	0		
	Entry, bond, cocket, &c. -				-	0 15 0					
	Packing lot money, &c., at 4s. 6d.				-	6 1 6					
	Cartage, wharfage, shipping 2s.				-	2 14 0	9	10	6	1085	0 6
[DM]											
	Six puncheons molasses,										
	cwt.	67	1	4							
		6	1	20	tare and dft.						
		60	3	12	net at 12s. 6d.		38	0	8		
154 at 202	Forty-nine bags sugar										
	33 bags	44	0	15							
	Tare and dft.	1	3	2							
		42	1	13	at 24s.	-	50	16	9		
	16 do.	20	3	2							
	Tare and dft.	0	3	12							
		19	3	18	at 23s.	-	22	17	11		
L											
136 at 174	Thirty-nine bags sugar,										
	cwt.	49	3	23							
	Tare and dft.	2	1	21							
		47	2	2	at 24s.	-	57	0	4		
							168	15	8	1085	0 6

											£	s.	d.	£	s.	d.
		Brought forward							-	-	168	15	8	1,085	0	6
MR	600 bags rice.															
F	300 bags, cwt.	317	0	23	at	7s.	9d.		161	13	4					
	300 do.	410	0	7	at	7s.	6d.		153	15	6					
											315	8	10			
	Brokerage, bond, entry, dock-charges, lighterman, shipping - -								28	11	1					
	Less interest on sugar and molasses -								1	1	1					
											27	10	0			
														511	14	6
	Insurance on £1600 for 12 months, any where and every where, and on goods in barter, at 6 gs. per cent.								-	-	100	16	0			
	Duty - - - -								-	-	4	0	0			
														104	16	0
														£1,701	11	0

London, July 18, 1835. Errors excepted.
(Signed) FORSTER & SMITH.

Inclosure 3 in No. 12.

Account of Merchandize shipped by Nathaniel Isaacs on board the Schooner "Marmion," and expenses incurred for account of the speculation to Portendic as entered into by Messrs. G. C. Redman, Forster and Smith, and R. Harrison.

[R]										£	s.	d.	£	s.	d.
No. 2, 5, 9, 11, 12, 15.	6 bales, containing	360	pieces	bafts,	at	13s.	3d.	-		238	10	0			
15, 17, 19.	3 „	„	180	„	„	at	13s.	-		117	0	0			
21, 23, 28, 59, 61, 63, 64, 39, 72, 43, 27, 37, 68, 75, 71, 36,	29 „	„	1,740	„	„	at	12s.	6d.	-	1,107	10	0			
42, 44, 35, 56, 50, 73, 52, 30, 34, 46, 48, 69, 70.	1 „	„	60	„	„	loose, at	13s.		-	39	0	0			
27	1 „	„	80	„	„	„	„		-	52	0	0			
			2,420										1,554	0	0
31 to 35	4 mats, containing—														
	10 nests red trunks	-	-			at	25s.			12	10	0			
	6 „ „ „	superior	-			at	34s.			10	4	0			
													22	14	0
57	1 bale, containing—														
	2 pieces Gambia cloth, 74½ yards,					at	4s.	6d.		16	15	3			
	1 „ „ „	50	„			„				11	5	0			
	Bale packing, &c.	-	-							0	10	6			
													28	10	9
	30 loaves sugar, weighing 324 lb.,					at	5¼d.	-		7	1	9			
	5 reams fine paper	-	-			at	12s.	-		3	0	0			
	46 tent spars	-	-	-		at	2s.	-		4	12	0			
													14	13	9
1 to 14	14 cases, containing—														
	718 pieces of calicoes	-	-	-	-					255	9	10			
	14 cases for ditto	-	-	-	-					6	7	6			
													261	17	4
6	Case containing—														
	1 gross scissors	-	-	-	-					0	3	0			
	10 dozen padlocks	-	-	-	-					1	12	6			
	12 „ knives	-	-	at	4s.	6d.				2	14	0			
	1 „ „	two-bladed	-	-	-					0	8	6			
	12 „ „	-	-	at	3s.					1	16	0			
	2 „	stag -	-	-	-	-				1	2	0			
	3 „	razors	-	-	-	-				0	9	0			
													8	5	0
	140 empty bags	-	-	-	at	1s.	6d.						10	10	0
	2 water casks, per "Clio," not retd.			-	-								2	2	0
	Amount carried forward	-	-	-									£1,902	12	10

	£	s.	d.
Amount brought forward - -	1,902	12	10
Charges.			
Freight Insurance, lot money on bafts, &c., &c., 10% on £1,900 10*s.* 10*d.* - - - - -	190	1	1
Agency commission in London, 5% - - -	95	0	6¼
Cash paid labourers shipping - - - -	0	13	0
„ „ tide-waiter, the goods having been bonded for Portendic - - - -	0	4	4
	285	18	11
	£2,188	11	9

Gambia. (Signed) NATHANIEL ISAACS.

Inclosure 4 in No. 12.

Protest of Wallis Pilcher.

Port of Bathurst, River Gambia.

BE it known and made manifest to all whom it may concern, that on the thirteenth day of the month of October, in the year of our Lord 1835, before me, Thomas C. B. Weir, Notary Public, by lawful authority duly admitted and sworn, and residing at Bathurst, St. Mary's River, Gambia, personally came and appeared Wallis Pilcher, Master of the British Brigantine called the "Columbine," of the Port of London, and of the burthen of 145$\frac{79}{94}$ tons, and declared that, on the 8th day of August, while at anchor off Portendic, he was boarded by the French brig of war "Badine," and ordered to leave the coast, with which order he immediately complied; and that, on the 10th day of the same month, year aforesaid, he was again boarded by a boat from the same French man-of-war, when his vessel was taken forcible possession of, six of his crew put on board the French brig-of-war, and the vessel carried into Senegal.

And this appearer, fearing damage by such forcible seizure and detention, hath noted, by these presents, a protest against all losses, charges, damages, and expenses, that have, hath, or shall, or may happen, by reason thereof.

(Signed) WALLIS PILCHER,
Master of the Brigantine "Columbine."

Before me, this 13th day of October, 1835.
(Signed) Thos. C. B. Weir,
Notary Public.

No. 13.

Lord Leveson to Messrs. Forster and Smith.

Gentlemen, *Foreign Office, July* 6, 1840.

I AM directed by Viscount Palmerston to acknowledge the receipt of your letter of the 27th ultimo, and again to recommend that you should draw out the statement of your claims against the French Government upon the principle suggested in my letter of the 20th ultimo.

I am directed to add, that it is only upon that principle that Her Majesty's Government can claim any compensation for you from the Government of France.

I am, &c.,
(Signed) LEVESON.

No. 14.

Lord Leveson to Mr. Harrison.

Sir, *Foreign Office, July* 6, 1840.

I AM directed by Viscount Palmerston to acknowledge the receipt of your letter of the 27th ultimo, and again to recommend that you should draw out the statement of your claims against the French Government upon the principle suggested in my letter of the 20th ultimo.

I am directed to add, that it is only upon that principle that Her Majesty's Government can claim any compensation for you from the Government of France.

I am, &c.,
(Signed) LEVESON.

No. 15.

Lord Leveson to Mr. Redman.

Sir, *Foreign Office, July* 6, 1840.

I AM directed by Viscount Palmerston to acknowledge the receipt of your letter of the 26th ultimo, and again to recommend that you should draw out the statement of your claims against the French Government, upon the principle suggested in my letter of the 20th ultimo.

I am directed to add, that it is only upon that principle that Her Majesty's Government can claim any compensation for you from the Government of France.

I am, &c.,
(Signed) LEVESON.

No. 16.

Mr. Redman to Lord Leveson.

My Lord, 48, *Lime Street, July* 18, 1840.

I HAVE the honour to acknowledge receipt of your Lordship's letter of the 6th instant, again recommending that I should draw out the statement of my claims against the French Government upon the principle suggested in your letter of the 20th ultimo, and adding that it is only upon that principle that Her Majesty's Government can claim any compensation for me from the French Government.

I have endeavoured to comply with Lord Palmerston's wishes, trusting that his Lordship will, under all the circumstances of the case, procure as speedy a settlement as he can from the French Government.

It may be proper further to state that, in sending in my accounts in their original form, I did so with the sanction of merchants of undoubted respectability, Messrs. G. F. Young and C. G. White; and if I were to follow the scale of profits known to have been realized by the French traders for gum in the year 1834, I should make a considerable addition to my original demand for compensation. A statement of the profits made by the French society at Senegal, by direct trade with the Moors in the year 1834, was transmitted to Lord Palmerston on the 14th May, 1835, by Mr. Harrison, to which I beg leave to refer; which profits, according to this evidence, were 150 per cent on the capital em-

barked; and I have no doubt whatever that my profits in the year 1835, would have been fully as much, if not more, if I had been permitted to prosecute the trade; nevertheless, I have adopted only a moiety of that rate as mercantile profit in the accompanying accounts, in hopes that by so doing Lord Palmerston may be enabled more speedily to effect an amicable arrangement with the French Government, otherwise I should feel justified in the adoption of the French scale of 150 per cent., as mercantile profit.

The accounts which I have now the honour to transmit are strictly based upon the rule prescribed by Lord Palmerston, with the exception only of those portions of them which relate to the ships "Eliza" and "Meta." The exceptions in these two cases will I trust be deemed not merely justifiable, but unavoidable, inasmuch as, with reference to the cargo of the "Eliza," a sale had been actually made with the Moors, and a large part of the gum was on the beach ready for shipment, and the remaining part was on its way down the coast, when the violent interposition of the French took place which prevented the gum being shipped, and I was thus deprived of the benefit I should otherwise have realized.

With respect to the "Meta" also, a contract had been actually made out in Arabic, and duly signed and sealed for the purpose of conveying fifty Moors, under the protection of Mr. Isaacs, from Portendic to Mecca; in return for this service a quantity of gum, specified in the said agreement, was to be given. The "Meta" was purchased and fitted out expressly for that purpose, and was proceeding to Portendic to take the Moors on board, when she was warned off by the blockading force.

The Commissioners, therefore, I apprehend would be fully entitled to claim the marketable value of the gum which I should have received in this transaction, had not the blockade prevented the "Meta" from fulfilling her engagement.

I may be permitted to observe, that "the mercantile profit" of 75 per cent., which, in conformity with the rule laid down by Lord Palmerston, I have charged upon my capital in all the other cases, is far short of the returns which I had previously received upon my Portendic trade; those profits having been, as I can show, above 100 per cent.

From the profits so stated, that is, at 75 per cent., I have, in further conformity with Lord Palmerston's rule, deducted the sum of £2,370, this sum being the actual amount which I received for the goods which I was prevented by the blockading force, from exchanging for gum at Portendic. This sum will certainly appear trifling, but it was the utmost my agents could realize, as great loss arose from their having been obliged to dispose of the goods as they could, at any sacrifice elsewhere in the Gambia, and the neighbouring rivers, at Sierra Leone, the Canaries, the West Indies, &c.; moreover, a great portion of those goods was of a perishable character, and was much damaged after leaving the neighbourhood of Portendic, by water, weather, &c.

There is only one other item which requires explanation, viz., the sum of £564 3*s.* 4*d.*, stated in the account. This amount is charged for goods not intended to be bartered with the Moors, but which they required to be left on shore as security for the due return of the brig "Matchless" to Portendic, the said brig having had occasion to go elsewhere for a short time, after the contract for the gum had been made. The said goods were to be reshipped for the Gambia after the return of the "Matchless" to Portendic, but in consequence of Mr. Pinsent (under whose care they had been left at Portendic) having been captured by the French and carried to the Senegal, the goods in question were, therefore, lost to me, as were also other goods amounting to £289 3*s.*, also left in care of Mr. Pinsent, and with which, being suitable for the trade, he was actually trading for gum at the time he was made prisoner.

Upon the two sums taken together I now make a charge of 75 per cent., as "mercantile profit," in pursuance of the rule laid down by Lord Palmerston.

I think it right further to say that I have been informed by an English barrister, that he was retained by certain merchants in France for the express purpose of reducing, as much as possible, the compensation to the English merchants, relating to the occurrences at Portendic in the years 1834 and 1835; as it is understood to be the intention of the French Government to obtain reimbursement by imposing a duty on the gum trade at Senegal.

If the Commissioners should require any further explanations upon my accounts, or my personal attendance at Paris, I shall be ready to furnish such explanations or to attend upon them.

I have, &c.,
(Signed) GEO. C. REDMAN.

Inclosure in No. 16.

Statement of Loss sustained by Mr. George Clavering Redman, in the years 1834 *and* 1835, *by the violent aggressions of the French Authorities on the Western Coast of Africa, and the consequent destruction of the British Gum Trade at Portendic.*

		£	s.	d.	£	s.	d.
1834. July.	Loss by obstruction of the trade at Portendic by His Most Christian Majesty's ship-of-war "Dunois," and other French vessels of war, as per protest and documents, that is to say:—						
	Value of property left in charge of Mr. Pinsent, of the "Matchless," which was lost in consequence of that gentleman being made prisoner by the "Dunois," as per affidavits	853	6	4			
	Add 75 per cent. as a trade profit, although this vessel was at the time trading at above 100 per cent.	639	19	9			
					1,493	6	1
	Clothes lost by Mr. Pinsent, as per certificate				16	13	6
	Statement of losses incurred by the Brig "Eliza*," in consequence of the French molesting and obstructing the trade at Portendic, destroying much gum then on the beach ready for shipping, and other property; also to the extent of driving her away from the anchorage, although the vessel was unprepared to go to sea, and being then trading previous to any blockade being assumed, thus estimated value of gum procurable in exchange for that part of the cargo which was exclusively adapted to the Portendic trade, at the rate really contracted for, viz., 85 lbs. of gum per piece of baft, and other articles same ratio	tons.	cwt.	qrs.	lbs.		
		130	7	3	14		
	Less probable extent of presents to the chiefs of trading tribes, say 10 per cent.	13	0	3	4		
		117	7	0	10		
	which net quantity of gum, at the minimum price of £82 10 per ton, amounts to	9,681	15	7			
	Deduct insurances and freight, duty and sale expenses, at £11 per ton	1,290	18	0			
		8,390	17	7	1,509	19	7

Contra.

	£.	s.	d.			
Amount of general invoice shipped per "Eliza"	6,661	19	11			
Less amount of goods transferred to other markets, particularly to Sierra Leone, although sold, as per statement, at comparatively small loss, yet that has been nearly total, in consequence of the death of agents, first E. Deeper, then Adam Burrows	4,208	12	11			
	2,453	7	0			
Freight and insurance	194	1	6			
				2,647	8	6
					5,743	9	1
Amount carried forward					7,253	8	8

* Arrived at Portendic 12th November, made her arrangements for trade, proceeded to Gambia and Sierra Leone, for rice, corn, water, &c., returned 4th February; the 15th February, was taken possession of by men from the "Bordelaise" and "Gazelle," the gum was destroyed and left behind on the beach.

		£	s.	d.	£	s.	d.
	Amount brought forward - -				7,253	8	8
1834, Nov.	Loss occasioned in the case of the brig "Meta," being purchased and sent out for the express purpose of taking out fifty Moorish priests as passengers, by way of the Mediterranean, to Mecca, on a pilgrimage, Nathaniel Isaacs having engaged to accompany them as interpreter, as per contract, in which the Moors were to find provisions, with exception of rice and water; say, 25 casks containing 400 lbs. each cask for each Moor, equal to 500,000 lbs of gum, or 223 tons, 4 cwt., 1 quarter, 4 lbs., £82 10 per ton - -	18,415	3	7			
	Deduct for freight of gum, that would be paid previous to "Meta" sailing from Portendic, as it would be shipped by some vessel direct for England, 110 tons, at £4 per ton - - -	440	0	0			
	Inward dock charges, &c., 20*s.* - -	110	0	0			
	Insurance on £9000 to England at 40*s.* per cent. - 180 0 0						
	Policy - - - 22 10 0						
		202	10	0			
	Insurance on £9,000 for twelve months, at 6 per ct. 540 0 0						
	Policy - - - 22 10 0						
		562	10	0			
	For water and rice - -	100	0	0			
	Twelve months, at £80 per month	960	0	0			
		2,375	0	0			
					16,040	3	7
	Above vessel, with N. Isaacs, remained out at Gambia, in hopes that after the blockade had been raised, they might then proceed on the voyage, but all confidence was at an end by the French having fired on them and destroyed our property; they would not risk the voyage, fearing they might be taken prisoners.						
	Cost price of goods, without shipping or any other charges whatever, sent out by the under-mentioned ships, viz.:—						
1834	"Meta" - - - - - -	4,586	8	6			
Nov.	"Marmion" - - - - - -	590	9	10			
1835							
Feb.	"Matchless" - - - - - -	3,631	11	7			
	"Prince Oscar" - - - - -	1,184	0	2			
		9,992	10	1			
	Charge for freight, insurance, cartage, lighterage, wharfage, custom-house duty and charges - -	1,876	0	0			
		11,868	10	1			
	Add 75 per cent. - -	8,901	7	6			
		20,769	17	7			
	The only estimated net proceeds received in this country, after losses arising from destruction of goods during the rainy reason, the nature of part of investments being in perishable commodities, as corn, rice, &c., and from the death of those who had the management - - - - - - -	2,370	13	9			
					18,399	3	10
	Law, notarial, and other expenses - - - -				500	0	0
					42,192	16	1
	Five years' interest - - -				10,548	5	0
					£52,741	1	1

London, July 18, 1840.

(Signed) GEO. C. REDMAN.

No. 17.

Messrs. Forster and Smith to Lord Leveson.—(*Received July* 18.)

My Lord, *London, July* 18, 1840.

IN compliance with Lord Palmerston's recommendation, as conveyed to us by your Lordship's letters of the 20th ultimo and 6th instant, we have the honour herewith to transmit our account of claim for losses sustained in consequence of the forcible interruption of our trade at Portendic by the French authorities, in the years 1834 and 1835, amounting, according to the new mode of estimate prescribed by his Lordship, to the reduced sum of £19,229 8*s.* 6*d.*

Your Lordship will perceive that this amount is considerably less than the sum originally claimed; and, in justice to our ourselves, we trust Lord Palmerston will permit us to point out the hardship of being obliged to adopt this disadvantageous method of computation after the lapse of so many years, during which we have had reason to believe that our former mode of stating our losses was sanctioned by Her Majesty's Government.

It is necessary for us to observe, that our former statement was made up according to the facts as they stood at the stoppage of the trade in 1834 and 1835. We then took the baft as the nominal medium of exchange, in the manner customary in the trade. In the new mode of calculation prescribed by his Lordship, the value of the *other* goods used in carrying on the trade jointly with the bafts, is necessarily to be now included, as forming a part of the whole invested capital. These auxiliary goods were provided in store at the Gambia to accompany the bafts; the mere bafts, without those goods, would have been useless at Portendic, as is well known to every person acquainted with the trade; we now charge our mercantile profits upon these goods accordingly, as well as on the bafts, at 75 per cent., the scale of charge being considerably below the profit we should have actually realized, owing to the peculiar position of affairs at that moment between the Moors and the French, but of which profit the French, by violence, deprived us, by establishing the blockade.

In order to show that the profit of 75 per cent. on our invested capital is below the profit we ought to have realized in 1834 and 1835, we have subjoined copies of two documents, one of which, viz., the account of one year's trade in gum by the Company at Senegal in 1834, proves that the said Company realized, in that year, profits upon their invested capital of 150 per cent. The other document is a copy of a letter which we received from a French merchant, M. Chaize, carrying on business at Nantes. This letter, dated 23rd April, 1836, shows that, in the year 1835, M. Chaize gained upon his invested capital a profit of 60 per cent., his profit of 60 per cent. being over and above the profit which the Senegal Company (with which alone he could have traded) made in the transaction. Even if we assume that the Company's profit in 1835 was only the same as it was in 1834,—whereas it was very probably much larger, as the Company had then, in consequence of the blockade, a complete monopoly of the gum trade with the Moors,—here is still larger margin of calculation, which would have fully justified us in fixing our scale of mercantile profit even much higher than we demanded in the original statement of our claims.

The quantity of gum in the gum forests in 1835 was large, being the collection of two or three preceding years, which is proved by the French having traded for a greater quantity at Senegal in that year than they had ever traded for in one year before. They are known to have obtained in that year 1350 tons of *Bas de Fleuve* gum (the Trazar and Brackna gum which usually goes to Portendic), and this in 1835, the very year of the blockade, which can be shown by the French custom-house returns. Nothing can more clearly prove the loss which the British merchants have sustained than this fact, because the whole of that gum would have come to Portendic, in consequence of the war: and it must be obvious to Her Majesty's Government, that the turning away of our ships in 1834, and

the blockade of 1835, could have had no other object than to prevent us from obtaining the gum so accumulated.

We presume it is unnecessary, at this advanced stage of the discussion, to argue the question as to the illegality of the blockade. The French contend that it was *belligerent*—we have shown that it was wholly *commercial*. What stronger proof can be offered in support of the latter conclusion than the fact which we have established, and which the French have not pretended to deny, that the merchants at Senegal acted on the principle that the blockade was a commercial blockade, having for its object a monopoly of the gum trade? The gum trade at Senegal was conducted by those merchants at that time in society, according to certain rules and regulations annually agreed upon and sanctioned by the local Government.

The rules and regulations of 1835 are before Lord Palmerston, in which he will find an article fixing the price to be paid for bafts to the importing merchants in exchange for gum for the season of 1835, according as Portendic should or should not be blockaded against the English trade. It is notorious that the Senegal merchants had applied to their Government to establish the blockade, and the Society's article of agreement in question establishes the fact beyond all dispute. It proves, moreover, that they themselves were in expectation of trading for the very gum which they were preparing to intercept at Portendic. In the face of these facts, how can France pretend that the blockade was anything else than a commercial blockade?

But if further proof were wanted, it is to be found in a letter addressed to ourselves by M. Valentin, the principal merchant in Senegal, dated previous to the blockade, which is also before Lord Palmerston. In that letter*, M. Valentin informs us that he expected the blockade would enable the French Society to obtain the whole of the gum then on hand in the interior, and especially in the hand of the Trazars. It appears to us that more conclusive proof than this cannot be offered of the fraudulent nature of the whole proceeding, and that the sole object of the French was the destruction of our trade at Portendic, in which they have completely succeeded.

All confidence on the part of the Moors, in the English, is destroyed. They consider that France has the right, as she has shown she has the power to drive us away from Portendic; and it is natural they should think so, seeing that France has driven us away with impunity. France is therefore in full possession of all the advantages resulting from her illegal and outrageous proceedings, and moreover has now established a complete monopoly in the African gum trade; while we, at whose expense she has obtained those advantages, are left for years not only uncompensated for the positive injuries we have sustained, but actually driven out of the trade altogether.

With these observations, we leave our case in the hands of Lord Palmerston, under a firm conviction that he will obtain for us from France that indemnity for the losses inflicted upon us, and the other merchants engaged in the trade, which is so justly due. France inflicted those losses upon us in the pursuit of an unjustifiable object by illegal means; and we humbly submit that the honour of our country, no less than her commercial interest, requires that so daring an invasion of British rights should not any longer remain without redress.

In conclusion, we beg leave to observe, that while we earnestly protest against a system of calculation which reduces our claim so much below the profit we should have made, had our trade not been interrupted, and which the blockade was expressly established to deprive us of, we nevertheless consider that it is due to our own feelings and character that we should not again be placed in the invidious position of appearing to claim a greater compensation than is really due to us. Therefore, if the examination of our books and papers by Mr. Rothery is not deemed sufficient, we are willing that any other investigation which Lord Palmerston may deem necessary, should be made before the

* "Le blocus établi à Portendic par le Gouvernement Français de la métropole nous donne lieu de compter sur les gommes de la nation des Trarzas; et en admettant une récolte ordinaire, nous sommes fondés à croire que notre association se fera 1500 tonneaux de gomme de celle qu'elle traitera dans les trois escales du fleuve. Ainsi il résulterait pour notre association un bénéfice de 400 tonneaux de gomme en portant sa dette générale (the stock expended in the purchase) à 1100 tonneaux." [An entire copy of this letter is also subjoined, Inclosure 4 in No. 17.]

matter proceeds further, as it is our desire to furnish the fullest information on that head at once.

We have further to add, that should any unreasonable delay take place in satisfying our claims, reduced as they now are, we reserve to ourselves the right of resuming the grounds (and which we never can be satisfied are not the only just grounds) upon which our claims were originally made out.

We have, &c.,

(Signed) FORSTER & SMITH.

Inclosure 1 in No. 17.

Statement of the Claims of Messrs. Forster and Smith against France for Losses sustained by the forcible interruption of the British Trade at Portendic by French ships of war in 1834 *and* 1835.

		£ s. d.	£ s. d.
1834			
July 7	To demurrage of the "Governor Temple," 35 days at $ 20 per day	.. ..	151 13 4
	To compensation to Mr. Pellegrin for his imprisonment 8 days by the French authorities on board the French ship-of-war "Dunois"	.. ..	150 0 0
	To loss of voyage of the "Governor Temple," as follows:		
	42 bales 60 each = 2,520 pieces bafts at 15*s.* ..	1,890 0 0	
	Sundry goods necessary for the trade of the said bafts	300 0 0	
		£2,190 0 0	
	Profit thereon, 75 per cent. ..	1,642 10 0	
		£3,832 10 0	
	Less.		
	60 bales of bafts returned, 2,520 pieces at 11*s.* .. .. .. £ 1,386 0 0		
	Sundry goods returned £300, less depreciation in value 30 per cent. .. 210 0 0		
		1,596 0 0	
			2,236 10 0
			2,538 3 4
	Interest on this sum from 31st October, 1834, to 31st July 1840, 5 years and 9 months, at 5 per cent. per annum	.. ..	729 14 5
			3,267 17 9
1835	11,892 pieces bafts shipped to the Gambia, cost ..	7,522 7 6	
	Freight and insurance to Africa, landing charges and other expenses, 5 per cent.	376 0 3	
	Sugar, corn, molasses and sundries prepared in store at the Gambia, to assort the above bafts in the proportion usual to the trade, as per copy of invoice of a voyage performed, viz., if £1,085:511::7,898 will give	3,720 0 0	
		£11,618 7 9	
	Profit thereon, 75 per cent. ..	8,713 15 10	
		£20,332 3 7	
	Cr.		
July 7	By 11,892 pieces bafts in store at this date, imported for the gum trade valued at 8*s.* 8*d.* each 5,153 4 0		
	Allowed for other goods £3,720 at a depreciation of 30 per cent. .. 2,604 0 0		
		7,757 4 0	
		£12,574 19 7	
	Interest on this sum from 31st October 1835, to the 31st July 1840, 4 years and 9 months, at 5 per cent. per annum	2,986 11 2	
			15,561 10 9
		Carried over	£18,829 8 6

	£	s.	d.
Brought forward ..	18,829	8	6
To our portion of expenses incurred in prosecuting these claims, such expenses being composed of the very frequent employment of counsel during a period of five years; and many other disbursements, including a journey to Paris, for the purpose of conferring with the Consultative Committee, copying of numerous documents, &c., &c.	400	0	0
	£19,229	8	6

(Signed) FORSTER & SMITH.

July 17, 1840.

Certificate of Robert and Benjamin Brown and Co.

157, *Cheapside, July* 13, 1840.

WE hereby certify that we have supplied the house of Forster and Smith, of New City Chambers, with bafts, for the trade in Senegal gum, for a period of many years; that those gentlemen purchased from us for the gum trade at Portendic, in 1835:—11,892 pieces of blue and white bafts; that the said bafts were shipped by us to Africa by their order, and for their account, in September and October, 1834, and in January, 1835.

(Signed) ROB. & BEN. BROWN & CO.

Invoice of Sundries shipped on board the "Columbine," Wallis Pilcher, Master, for the West Coast of Africa, on account and risk of the following, viz., two-fifths G. C. Redman, Esq., one-fifth Robert Harrison, Esq., and two-fifths the Shippers.

[See Inclosure 2 in No. 12.]

Inclosure 2 in No. 17.

Extract of Account received from François Valantin, Esq., of one Year's Trade for Gum by the Company at Senegal, in 1834.

	£	s.	d.
Amount of goods sent up to the Brackna Moors for the trade of gum	21,212	10	0
Expenses at Senegal	2,850	0	0
	24,062	10	0
833½ tons of gum, at £75 per ton	62,512	10	0
Amount of goods and expenses above	24,062	10	0
	38,450	0	0
To be deducted, £2,550, being amount of an indemnification to those who, being accustomed to trade every year, were prevented, by the regulations of the Company, from trading for gum as usual	2,550	0	0
Net proceeds	35,900	0	0

N.B.—Bafts have been calculated at the rate of $4 per piece. 18,150 pieces have been employed in the trade of gum by the Company.

210	pieces of baft	£18,150	0	0 bafts*
87½	shares	3,062	10	0 bagatelles, corn, &c.
1,470		£21,212	10	0 as above.
1,680				
105 =	18,375			
	225 pieces returned			
	18,150 from the river.			

* The French dollar is 5*s.*, consequently the price of $4 a-piece brings them into pounds.

Inclosure 3 in No. 17.

M. Chaize to Messrs. Forster and Smith.

Messieurs, *Nantes*, 23 *Avril*, 1836.

JE vous confirme ma lettre du 16 courant, et je viens aujourd'hui répondre à cette partie de votre lettre du 12 qui parle de la lenteur et de la difficulté que nous éprouvons au Sénégal, quand nous voulons expédier des gommes chez vous ; en réponse à cela je ne peux vous répéter que ce que je vous ai déjà dit, Si quand j'ai eu l'honneur de vous faire visite à Londres vous eussiez consenti à m'ouvrir le crédit que je vous demandais, certes dans l'obligation où nous aurions été de vous remettre une grande quantité de gomme, nous aurions pu affrêter un navire en entier pour vous les porter, et cela vous aurait procuré des fortes commissions et à nous des grands bénéfices, puisque vous savez que les guinées nous ont donné 60 pour cent de bénéfice l'année dernière. Vous convient-il de faire un compte à ½ pour l'envoi d'une cargaison au Sénégal ; j'y consens de tout mon cœur, et je m'engage à ce que toutes les gommes provenant de l'association vous seront envoyées à Londres ; mais pour cela il faudra travailler sur une large échelle, c'est-à-dire que la cargaison serait de 6000 livres sterling, dont vous nous avanceriez notre demie et alors nous pourrions sans difficulté affrêter un navire au Sénégal pour Londres, qui vous porterait le capital et les bénéfices. Cela me conviendrait d'autant mieux que je vois maintenant que les gommes se vendent beaucoup plus cher en Angleterre qu'en France.

Quelques négocians du Sénégal ont demandé la liberté du commerce au Sénégal, mois le plus grand nombre qui n'a jamais été en rapport avec les négocians Anglais, a eu peur de la concurrence et s'est opposé à la mesure demandée. C'est contre l'influence de ce fait que je vous disais d'engager les négocians de chez vous, qui sont en rapport avec Gambie, à obtenir que votre Gouvernement fasse consentir le nôtre à la liberté de commerce entre le Sénégal et l'Angleterre.

Quant à ce que vous dites de l'obstination de notre Chambre des Députés à admettre un système plus libéral dans les rapports commerciaux entre la France et l'Angleterre, j'approuve votre opinion, parceque je la crois juste et que je la partage depuis longues années ; mais que peut ma voix pour détruire les idées encroûtées de quelques uns de nos députés, qui n'ont aucune idée du commerce, et qui sont dans la plus profonde ignorance du bien qui résulterait pour nos deux nations, si on permettait aux négocians Anglais et Français, d'échanger librement leur industrie et les produits de leur sol ? C'est mon vœu bien sincère depuis longtems, mais, hélas ! jusqu'à ce jour il a été stérile.

Je vous, &c.,
(Signé) VOR. CHAIZE.

[For translation, see page 351.]

Inclosure 4 in No. 17.

M. Valantin to Messrs. Forster and Smith.

Monsieur, *Ste. Marie, Mars* 20, 1835.

UNE association libre pour la traite de gomme au Sénégal a été formée, il y a deux mois. La position de la colonie la commandait. J'ai été choisi par les habitans pour diriger cette opération. Nous avons acheté toutes les guinées sur place, environ 50,000 pièces, à 36 livres de gomme la pièce, à la charge par les vendeurs de ne disposer d'aucune des guinées qu'ils recevraient plus tard d'Europe, que pour le voyage de Galam, époque à laquelle la traite de gomme est presque terminée. Le blocus établi à Portendic par le Gouvernement Français de la métropole nous donne lieu de compter sur les gommes de la nation des Trarzas ; et en admettant une récolte ordinaire, nous sommes fondés à croire que notre

association se fera 1500 tonneaux de gomme de celle qu'elle traitera dans les trois escales du fleuve. Ainsi, il résulterait pour notre association un bénéfice de 400 tonneaux de gomme en portant sa dette générale à 1100 tonneaux. Déjà beaucoup d'intéressés penchent pour un envoi en Europe, toujours sous ma direction, des gommes qui résulteraient de leur bénéfice de la traite. Je n'ose préciser aucun chiffre; mais dans la supposition que l'on donne suite à ce projet, voici ce que je viens vous proposer. Vous convient-il qu'en vous adressant le connaissement des gommes chargées à votre consignation, on tire sur votre maison pour $\frac{1}{5}$ ou $\frac{1}{4}$ de la valeur chargée, à deux ou trois mois de vue? Il nous importerait d'user de cette faculté au besoin, parceque nous aurions des frais à payer en espèces, qu'il ne nous serait possible de nous procurer que par une vente de gommes sur place ou par une émission de traites sur votre maison. Dans votre réponse, dont la promptitude est de la plus grande importance, il convient que vous m'autorisez à dire aux parties intéressées qu'au besoin, vous leur feriez des avances, par mon entremise, pour un achat de guinées et autres articles en retour.

Attendant votre résponse à ce sujet,

Je vous salue, &c.,
(Signé) F. VALANTIN.

P.S. La résponse que vous m'adresseriez par voie de Gambie, serait suivant sa nature, recommandée à Mr. Wm. Forster, qui louerait de suite, si besoin était, une petite embarcation pour la porter à Gorée à Mr. Cabeuil, qui serait prié de me l'acheminer immédiatement par un courier.

(Signé) F. V.

[For translation, see page 352.]

No. 18.

Mr. Harrison to Lord Leveson.—(*Received July* 18, 1840.)

My Lord,

I HAVE the honour to acknowledge receipt of your Lordship's letter of the 6th instant, again recommending that I should draw out a statement of my claims against the French Government upon the principle suggested in your Lordship's letter of the 20th ultimo.

I have therefore drawn out my account for the year 1835, in conformity with the rule so prescribed.

The amount of capital which I had then in the Gambia, appears from the evidence inclosed herewith to have amounted in round numbers to £24,000, which capital was altogether independent of the home capital, which I should have added to it, if I had been allowed to proceed in the trade without interruption.

However, in order that my claim may be put on the most moderate ground, I assume that only £12,000 would have been invested by me in the trade in the year 1835, and upon that capital I charge, as mercantile profit, 75 per cent.

The documents annexed clearly prove,—

1st. My preparation and intention to trade at Portendic for gum, in the year 1835, and that my intention would have been carried into execution, but for the blockade of that port by the French.

2ndly. The profits actually realized by the French Society at Senegal in 1834, on their gum trade with the Moors, which profits, according to this evidence, were near 150 per cent. on the capital invested.

3rdly. The actual amount of profit made in France by a French merchant in 1835, upon the capital invested by him in that year in the gum trade of Senegal. It should be observed, that this merchant, who resided at Nantes, realized this profit over and above the profit made by the Senegal Company, with which alone he could have traded. Even if I assume the Company's profit to have amounted only to 100 per cent. on their invested capital in 1835, although under the peculiar circumstances

of the blockade, which gave them the complete monopoly of the trade in that year, there is a much more ample margin for the formation of a scale of profit than that, which would appear from the original statement of my claims, inasmuch as my trade would have been carried on direct with the Moors.

From the whole evidence, therefore, my estimate of mercantile profit of 75 per cent. upon the capital of £12,000, must appear to Lord Palmerston extremely moderate. But if it should be his Lordship's opinion that the adoption of this reduced scale by me, would enable him to come to an amicable understanding with the French Government more speedily than the mode of calculation which I should otherwise feel justified in adopting by the evidence annexed to my account, I am not unwilling in such case to conform to his Lordship's wishes on the subject.

In consequence of the uncertainty in which I was placed by the blockade, no profit whatever resulted to me from the capital in question to be deducted from the per centage I charge against the French Government.

With respect to my claim for 1834, it will be observed that Mr. Hughes' two extended protests, the first dated from the Gambia, 21st August, 1834, and the second dated 2nd October, 1835, furnish details of the proceedings of the "Industry" in the former year. Upon his evidence, the loss stated appears to have been positively incurred; and he moreover states that the sum of 6000 dollars, equal to £1350, is within the amount of loss actually sustained.

Mr. Finden's extended protest, dated from the Gambia, 1st September, 1834, shows that to this sum of £1350, I might have justly added a further charge incurred by loss of the market in England, at a period when I might have sold my gum under particularly advantageous circumstances. But I have omitted any charge whatever in respect of this latter loss; and consequently it will be seen, the sum of £1350 really would not be to me anything like an adequate compensation.

It is particularly gratifying to me, that Mr. Rothery has done me the favour to come to my counting-house, that he has inspected my correspondence and accounts, and has satisfied himself as to the authenticity of the documents annexed to my claims.

I have only to add that, should the Commissioners require any further evidence which it is possible for me to procure, I shall be most willing to furnish it.

I have, &c.,
(Signed) ROBERT HARRISON.

Inclosure 1 in No. 18.

Account of Loss sustained in the years 1834 *and* 1835 *by Robert Harrison, in consequence of the interruption of the British Gum Trade at Portendic by the French ships of war.*

		£	s.	d.	£	s.	d.
1834.	Demurrage of the "Elizabeth"				110	0	0
	Loss of trade by "Industry," and other losses referred to in Mr. Hughes' two extended protests				1,350	0	0
	Mr. Hughes				75	0	0
					1,535	0	0
	Interest from 31st October, 1834, to 31st July, 1840, 5 years and 9 months, at 5% per annum				441	6	3
					£1,976	6	3
1835.	Capital ready to be embarked in the gum trade in 1835, and prevented from being applied at Portendic by reason of the blockade	12,000	0	0			
	Carried over				£1,976	6	3

				£	s.	d.
			Brought forward	1,976	6	3
Mercantile profit estimated thereon	9,000	0	0			
N.B. Such profit is calculated at 75%, for the reasons stated in the accompanying letter, and justified by the evidence annexed.						
No deduction is made from the sum of £9,000, for the reason stated, no profit having been made upon the capital.						
Loss by Corn	150	0	0			
Ditto by schooner "Chance," bought specially for the Portendic trade	300	0	0			
	£9,450	0	0			
Interest from 31st October, 1835, to 31st July, 1840, 4 years and 9 months	2,224	7	6			
				11,694	7	6
				13,670	13	9
My proportion of expenses incurred in prosecuting the claims				350	0	0
				14,020	13	9

(Signed) ROBERT HARRISON.

Inclosure 2 in No. 18.

Extracts from Correspondence between Robert Harrison, of London, and his Agent at the Gambia, J. J. S. Finden.

Mr. Finden to Mr. Harrison.

St. Mary's, August 9, 1834.

ON 31st July last, I received a letter from Mr. Hughes*, dated Goree, the 28th July, to which place he had been conveyed as a prisoner from Portendic, with a Mr. Pellegrin, on board of the French brig of war "Dunois," while peaceably at anchor in the roadstead of Portendic. The "Industry" was seized by order of the commander of the "Dunois," and an officer and men sent to take charge of her; she arrived in Goree a few hours after the "Dunois;" Mr. Hughes then protested and took charge of the cutter on the 29th, and proceeded to Portendic to renew his trade. Had he not been so unjustly molested by the French, he would have been here long since with a cargo of gum, being at that time the only vessel there, and having everything his own way; the case is now different, as he has two powerful opponents, viz., the "Matchless" and the "Governor Temple;" at the time he was seized he had in upwards of fifteen tons: I inclose you extracts from his letter. By the "Elizabeth," I shall forward you all the documents to enable you to claim from our Government for this most daring outrage. The Governor of Senegal is much alarmed, being now convinced that he has acted wrong. Our Governor has behaved most nobly, and has acted in this affair with every precaution. The "Britomart" brig of war is at Portendic, to protect the vessels there. I am only waiting the arrival of the cutter, which I expect in a few days, to dispatch the "Elizabeth," and shall not detain her more than five or six days after her arrival; exclusive of gum, her cargo will consist of wood, wax, and hides.

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* An agent of Mr. Harrison's, acting under the orders of Mr. Finden.

Inclosure 3 in No. 18.

Mr. Harrison to Mr. Finden.

London, October 9, 1834.

I HAVE received yours of the 9th August, per the "Ranger," informing me that the "Industry" had been seized at Portendic by a French brig of war, and conveyed to Goree, but was subsequently released; also promising to transmit to me, per "Elizabeth," the necessary documents to found a claim against the French Government for the damages sustained. I have chartered the "Sterling," of 157 tons, and purpose getting her off about 18th instant. I think of getting her to call off Portendic, to observe if anything be moving there; she will carry out a complete assortment, and consequently you will have no occasion to take anything from Captain Deeper.

Inclosure 4 in No. 18.

Mr. Finden to Mr. Harrison.

St. Mary's, September 6, 1834.

YOU will perceive that I have incurred demurrage amounting to 110*l.* in consequence of the detention of the cutter "Industry," by the French. I think you cannot be displeased at my doing so, as I was most anxious to remit you the gum as early as possible, as no other opportunity is likely to offer for some time. Our Governor has received letters from our Government, stating it is not the intention of the French Government to blockade Portendic, and the Governor of Senegal now admits that he has acted wrong. I have written to Senegal for 1600 pieces bafts, which I hourly expect; on their arrival, it is my intention to send the "Industry" with Mr. Hughes again to Portendic, and from present appearances, have every reason to expect better than fifty tons by her. For your guidance in the sale of the gum now sent, the French are still at war with the Moors, and there is not the slightest probability of peace being made, the Moors refusing to treat with them on any terms; they will obtain no more gum this season, as their trade is now over. So, with the exception of what the "Matchless" takes, say 110 tons, about 65 by the "Elizabeth," 100 that Forster's house have now here waiting for an opportunity to ship, and about 150 tons more that we are likely to get at Portendic, which is all you are likely to get in England till June and July next; this information is correct; consequently, if gum falls, in a short time it must rise again.

The next parcel, I think, will cost less than the last. I am pleased to see you are so likely to get a good price for the parcel sent per "Maria Cecilia."

Inclosure 5 in No. 18.

Mr. Harrison to Mr. Finden.

London, November 11, 1834.

I TAKE note that you had written to Senegal for 1600 pieces bafts, and that it was your intention, on their arrival, to send Mr. Hughes with the "Industry" again to Portendic, where you had every reason to expect he would procure 50 tons of gum on more favourable terms than the last. It is to be regretted that Mr. Hughes did not write to the "Matchless," to apprize me that a further parcel of gum was obtainable at Portendic, and I would have sent more bafts and less of other goods per the "Sterling."

I observe it is your opinion that war will be continued between the French and the Moors.

If the next trip of the "Industry" be as successful as you anticipate, and you send the gum home immediately, either by her or some other vessel, I could then make a shipment for the opening of the Portendic trade to arrive out in March.

Inclosure 6 in No. 18.

Mr. Finden to Mr. Harrison.

St. Mary's, November 9, 1834.

I MENTIONED in my last that I had sent to Senegal to purchase bafts to enable the cutter to return again to Portendic, but failed in doing so, this article at the time being very scarce and dear, viz., 5½ dollars per piece; notwithstanding I sent her away with all I could get, but she arrived too late, and consequently did nothing.

Bas de fleuve gum is now very scarce in Senegal, and you will receive no quantity in your market till the period I mentioned in my last. In expectation of doing something at Portendic in February next, and without interfering with the Leeward trade, and as the "Industry" is not sufficient, I have been induced to purchase a vessel for 1500 dollars; she carries 70 tons; it is my intention to keep Mr. Hughes constantly trading there, and to send this vessel for the produce, as much time is lost in returning here so often*.

Inclosure 7 in No. 18.

Mr. Finden to Mr. Harrison.

St. Mary's, January 26, 1835.

I AM sorry to inform you that our Governor has been officially informed by the French Government that Portendic will be blockaded, and will commence on the 14th of next month; but I hope by the "Sterling" to be able to give you further particulars on this head; the communication was only made three or four days back; referring you fully to my letters per "Sterling."

Inclosure 8 in No. 18.

Mr. Finden to Mr. Harrison.

St. Mary's, February 2, 1835.

A FEW days back our Governor received an official communication from the Governor of Senegal, announcing Portendic to be in a state of blockade from the 14th of this month. I send you an exact copy of the proclamation, which, in our opinion, we believe to be a piece of finesse on the part of the French Government, as our Governor has received no advices whatever from his Government on the subject; we have addressed a letter of remonstrance to him. If our Government have not sanctioned the blockade, something will be done there; in my opinion, *the middle of April* will be time enough to send, and I trust I shall be furnished with bafts to enable me to participate in the trade.

* Vide correspondence with Mr. Hay, page 31.

Previous to the notification of blockade of Portendic, and Mr. Isaacs departure for Sierra Leone, I had made an arrangement to send the "Chance" there on our joint account, with ten bales bafts and corn.

Inclosure 9 in No. 18.

Mr. Finden to Mr. Harrison.

St. Mary's, February 4, 1835.

I HEREWITH hand you my private account, current up to the 1st of January, showing a balance in your favour of 811*l.* 7*s.* 5*d.* currency, together with a general account up to the same date, showing also a balance due of 24,406*l.* 11*s.* 9*d.*, which amount includes debts due, produce on hand, and estimated value of craft (the "Industry" excepted) which, if found correct, please note accordingly. Mr. Isaacs arrived here yesterday in the "Meta" from Sierra Leone; he has made up his mind, in spite of the notification of blockade, to proceed to Portendic in a few days. He informs me that the "Eliza," Captain Deeper's vessel, is already there; my opinion is that they will all get seized by the French cruizers; however, had I baft, I would try, and run the risk.

Inclosure 10 in No. 18.

Mr. Finden to Mr. Harrison.

St. Mary's, March 19, 1835.

AS the Portendic trade has been entirely suppressed for the present, your non-compliance with my wish relative to the shipment of bafts, is perhaps (as it has turned out) for the best, although had the trade gone on, I should certainly have purchased bafts here. Mr. Isaacs had been anxiously waiting here the result of a communication and remonstrance made by the Governor here, through His Majesty's ship "Griffin," to the Governor of Senegal. His letter to us, which I inclose for your information, is decisive, inasmuch that we cannot trade there, although he has not received one line from our Government on the subject; it has a mysterious appearance, and we are anxiously waiting answers per "Margaret," on the subject.

Inclosure 11 in No. 18.

The Lieutenant-Governor of Bathurst to the Merchants interested in the Gum Trade.

Gentlemen, *Bathurst, March* 14, 1835.

I HAVE the honour to acquaint you that I have communicated with the Governor of Senegal, through the intervention of Lieutenant-Commander Parlby, of His Majesty's ship "Griffin," upon the subject of the blockade of Portendic; and I regret to state that the answers received from the French authorities are very unfavourable to your views upon that subject. The Governor of St. Louis and the officer commanding the French vessels of war upon that station declare that the orders they have received from their Government are to use all the means in their power to enforce the blockade.

I have, &c.,
(Signed) GEO. RENDALL,
Lieutenant-Governor.

Inclosure 12 in No. 18.

Mr. Finden to Mr. Harrison.

St. Mary's, May 2, 1835.

OUR Governor has not as yet received any communication from Government on the subject; and I fear that the object of the French will be gained, viz.: to exclude us from participating in the gum trade this season, and making us appear insignificant in the eyes of the Moors. They have now there two French brigs of war, the "Bordelaise" and "Gazelle."

Inclosure 13 in No. 18.

Mr. Finden to Mr. Harrison.

St. Mary's, July 6, 1835.

A FEW days since we received advices (authentic ones), that the Moors had surrounded Senegal, and several of the French soldiers have been killed. This has taken place subsequent to the Moors having proposed peace repeatedly within the last two months, which the French have rejected in the most disdainful manner, stipulating that the *Moors are to carry on no trade at Portendic.* This place is still blockaded, and *yet are carrying on a flourishing trade themselves up the River Senegal.* Our Governor is still without a word of advice from the home Government on the subject.

Inclosure 14 in No. 18.

Mr. Finden to Mr. Harrison.

St. Mary's, August 11, 1835.

THE French are carrying on a large trade in Senegal; and I much fear have *got all the gum belonging to the Trazars.* Affairs with us relative to Portendic remain as when I last wrote.

Inclosure 15 in No. 18.

Mr. Harrison to Mr. Finden.

July 15, 1835.

I HAVE the pleasure to announce to you the successful termination of a most wearisome negotiation with our Government departments, conducted by Mr. Redman and myself, in relation to the blockade of Portendic. The French have consented to withdraw all further interruption to our trade, on condition that we do not convey arms or munitions of war to the Trazars. A British frigate and two sloops of war proceed to Portendic immediately, to afford every necessary protection to our vessels, provided they do not infringe the regulation prohibiting munitions of war. It is thought there may be still a chance of procuring gum this season, provided immediate energetic efforts be made to open the trade. I have therefore deemed it expedient to accede to overtures for acting in concert with Mr. Forster and Mr. Redman, on the principles laid down in the annexed copy of preliminary agreement.

Mr. Stubbs goes in the "Columbine" to Portendic, and will carry our joint letter, written in Arabic, to the King of the Trazars, copy of which I inclose. It

is hoped that the Moors will immediately send down gum to meet our vessels from the Gambia. Mr. Stubbs will proceed to St. Mary's, as soon as an opportunity offers, after his return from the Trazars.

Inclosure 16 in No. 18.

Mr. Finden to Mr. Harrison.

St. Mary's, September 2, 1835.

I HAVE received a letter from Mr. Stubbs, dated off Senegal, 11th August, wherein he informs me that the "Columbine" has been taken to Senegal by the French cruizers, but has been allowed to return to Portendic, to wait the arrival of our vessels of war. His Majesty's schooner "Pike" has been sent here by the "Stag" frigate, which is at Portendic with other vessels of war; she only remained here two days, and then returned to the "Stag."

We are most anxious to hear how affairs are going on in that quarter, and are daily expecting the arrival of the "Marmion," or one of the vessels of war, by the first of which I hope to see Mr. Stubbs.

Your letter per "Columbine," dated 15th July, with a copy of a letter from the Foreign Office, was forwarded by the "Pike" and duly received."

Inclosure 17 in No. 18.

Mr. Finden to Mr. Harrison.

St. Mary's, September 15, 1835.

TWO days back a French vessel arrived here from Senegal, by which we are informed the Moors have made peace with the French, and that the King of Trazars' brother is now there: our Government will now see the only aim the French had for keeping up the war. Your information relative to a vessel of war having been sent from France, early in July, is correct; she had a quick passage, and brought orders to the Governor of Senegal to make peace upon any terms. The French Minister's Principal Secretary was formerly Governor of Senegal for many years; and, from his local knowledge, and private correspondence from Senegal, is in possession of every particular.

Inclosure 18 in No. 18.

Mr. Finden to Mr. Harrison.

St. Mary's, September 23, 1835.

BY Mr. Pellegrin's letters you will perceive that peace has been made with the Moors, confirming what I had heard as stated in my letter of the 15th instant. I am now far from being sanguine as to the success of the trade, for I feel convinced, from private information that I have obtained, that the French will, if possible (at any sacrifice), prevent the gum going to Portendic; had the British vessels of war arrived only one month earlier, how different would the result have been.

Inclosure 19 in No. 18.

Mr. Harrison, being desirous to procure all the information he could, respecting the threatened blockade, before risking additional capital, wrote the following letter to the Colonial Department.

"Sir, *London, February* 26, 1835.

"I take the liberty of addressing you, to inquire whether it be competent for a French colony to establish an effective blockade off a coast frequented occasionally for trade, by part of an Indian tribe with which such French colony may happen to be at war, without notice of such blockade having been previously published at Paris.

"I am, &c.,
(Signed) "ROBERT HARRISON."

To which the following answer was returned:—

"Mr. Hay presents his compliments to Mr. Harrison, and requests that Mr. Harrison will have the goodness to call at the Colonial Office on Monday next, the 2nd of March, at three o'clock, on the subject of Mr. Harrison's letter of the 26th instant.

"*Downing Street, February* 27, 1835."

Mr. Harrison had a personal interview with Mr. Hay, who stated that he could not reply officially to Mr. Harrison's inquiry.

Inclosure 20 in No. 18.

Mr. Harrison to Viscount Palmerston.

My Lord, *London, May* 14, 1835.

IN addition to the other circumstances already communicated to your Lordship, to show that the right of the British merchants to trade for gum at Portendic, is in danger of being totally lost, unless measures for its prevention be promptly adopted by His Majesty's Government, I conceive it to be of importance to acquaint your Lordship, that the gum business at Senegal is at present monopolised by a company of shareholders, who derive therefore a most enormous profit, as will be seen by the annexed account of their last year's trade with the Brackna Moors, which account has reached me through the medium of a Senegal merchant; and, although I am not positively informed upon the point, I cannot entertain a doubt that the shareholders extend beyond the class of merchants, and that other persons are equally interested in supporting the encroachments on the privileges stipulated for in the Treaty of 1783.

I am, &c.,
(Signed) ROBERT HARRISON.

Account of One Year's Trade for Gum by the Company at Senegal in 1834.
Amount of Goods sent up to the Brackna Moors for the Trade of Gum, viz.:—

				£	s.	d.
201 ps. bafts per share, on 87½ shares ..		18,375				
Less returned		225				
Bafts ..		18,150	at 20s.	18,150	0	0
Corn and other trade expenses		..	..	3,062	10	0
Expenses at Senegal		..	..	2,850	0	0
				24,062	10	0
833½ tons gum, at £75		..	..	62,512	10	0
	£	s.	d.			
Deduct amount of goods and expenses as above	24,062	10	0			
Also, amount of an indemnification to those who, being accustomed to trade every year, were prevented by the regulations of the Company from trading for gum as usual..	2,550	0	0			
				26,612	0	0
				£35,900	10	0

Inclosure 21 in No. 18.

M. Chaize to Messrs. Forster and Smith. Nantes, 23 Avril, 1836.

[See Inclosure 3 in No. 17.]

DIVISION VI.

RENEWED SITTINGS OF THE COMMISSION:

Ending with the Proposition on the part of Great Britain, to refer the case to the Arbitration of the King of Prussia.

THIS correspondence is very important, and deserves particular attention. The note of the British Commissioners of the 30th of July, 1841, explains all that had taken place in the discussions of the preceding year; and that of the 4th October, 1841, contains the whole statement of the case of the British Claimants.

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2. Viscount Palmerston to Earl Granville.	Foreign Office, March 9, 1841.	Instructing his Excellency to request M. Guizot to inform him when M. Ducos should be ready to resume the business.	.. ..	1
3. Mr. Bulwer to Viscount Palmerston.	Paris, April 9, 1841.	That M. Ducos could not resume the business in less than ten days.	.. ..	1
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5. Mr. Bulwer to Viscount Palmerston. One Inclosure. Letter to M. Guizot.	Paris, May 17, 1841.	Inclosing the copy of a note to M. Guizot, requesting to know when M. Ducos would resume the business.	.. ..	2
6. Mr. Bulwer to Viscount Palmerston.	Paris, May 24, 1841.	Reports his conversation with M. Guizot, who informed him that should M. Ducos not be able to resume the business, he should nominate M. Dumon, and there should be no further delay.	.. ..	2
7. Mr. Bulwer to Viscount Palmerston. One Inclosure. Note from M. Guizot.	Paris, June 11, 1841.	Transmitting the copy of a note from M. Guizot, stating that M. Dumon was appointed French Commissioner.	.. ..	3
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9. Viscount Palmerston to Mr. Bulwer.	Foreign Office, July 13, 1841.	That the examination of the claims should be immediately proceeded with, and that M. Rothery should, in consequence, proceed forthwith to Paris.	.. ..	4
10. Mr. Bulwer to Viscount Palmerston.	Paris, Aug. 2, 1841.	That the meeting of the Commissioners would soon take place.	.. ..	4

Particular attention is directed to the papers marked with asterisks.

	Date.	Subject.	Remarks.	Page
11. Mr. Bulwer to Viscount Palmerston.	Paris, Aug. 9, 1841.	Inclosing the copy of a letter from M. Guizot, respecting the resumption of the business, and one from him to M. Guizot, stating that he had not yet heard from the French Commissioners, and that Mr. Rothery's protracted absence from England would be inconvenient.	.. ..	4
12. British Commissioners to the French Commissioners.	Paris, July 30, 1841.	Describing the state in which the discussions had closed the preceding year; and recommending the conferences in the same spirit, viz., that of proceeding step by step, and giving the points on which the least difference of opinion was likely to exist, the preference.	* * * *	5
13. French Commissioners to the British Commissioners.	Paris, Aug. 18, 1841.	That it is their opinion the "Governor Temple" and the "Industry" had arms on board. That it is not probable that the captain of the "Eliza" was ignorant of the blockade, and that, therefore, they do not think her owners are entitled to any compensation. Observations respecting the blockade, and expressing regret that it was not in the first instance announced to the British Government.	.. ..	9
14. British Commissioners to the French Commissioners.	Paris, Aug. 22, 1841.	1. They propose that indemnity should be accorded on the cases that occurred prior to blockade.—2. That those cases affected by the blockade should be referred to the arbitration of Prussia.	* * * *	13
15. British Commissioners to the French Commissioners.	Paris, Oct. 4, 1841.	The English Commissioners show clearly that the "Governor Temple" and "Industry" had not arms on board, and that the "Eliza" could not have known of the blockade before it was announced to her on the spot, and carried immediately into execution. They then go into all the questions of the blockade, and show how, on a variety of grounds, it was unjustifiable, and in conformity with the determination at various times expressed by the French writers and authorities, of putting down the English gum trade at Portendic, by whatever measures could be adopted.	* * * *	14
16. Mr. Rothery to Mr. Hope.	London, Jan. 21, 1842.	Requesting to be furnished with copies of certain rules and regulations entered into by a society of French merchants at Senegal, which show the disposition of the French towards the destruction of British trade at Portendic.	* * * *	43

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17. Mr. Hope to Mr. Rothery. One Inclosure. Lieutenant-Governor of Bathurst to Earl of Aberdeen. Two Sub-Inclosures. 1. Rules and regulations entered into in 1835 by a society of French merchants for carrying on the gum trade, showing, that the French authorities permit the gum trade to their own traders this year as well as the last. That in December, 1834, they contemplated the declaration of the blockade of Portendic. 2. Agreement entered into by the merchants of St.Louis, sellers of bafts, and the inhabitants of this town.	Downing Street, Feb. 9, 1842.	Transmitting copies of the documents required by Mr. Rothery in the last letter.	* * * *	44

DIVISION VI.

Renewed Sittings of the Commission;

Ending with the Proposition on the part of Great Britain, to refer the case to the Arbitration of the King of Prussia.

No. 1.

Earl Granville to Viscount Palmerston.—(Received March 8.)

(No. 79.)

My Lord, *Paris, March 5, 1841.*

I ASKED M. Guizot this morning, if he had made any arrangement with M. Ducos, relative to the resumption of the conferences on the Portendic affair; he answered that M. Ducos was a member of the Budget Commission, and, expecting to be the reporter of that Commission, (though the Ministers were opposed to his nomination,) he was unceasingly employed in preparing to make his report to the Chamber; and that there was no chance of his being at liberty to attend the conferences on the Portendic question in less than a fortnight, or perhaps three weeks.

I have, &c.,
(Signed) GRANVILLE.

No. 2.

Viscount Palmerston to Earl Granville.

(No. 74.)

My Lord, *Foreign Office, March 9, 1841.*

WITH reference to your Excellency's despatch No. 79, of the 5th instant, I have to instruct your Excellency to request M. Guizot to inform you when M. Ducos is ready to resume the conferences upon the Portendic claims.

I am, &c.,
(Signed) PALMERSTON.

No. 3.

Mr. Bulwer to Viscount Palmerston.—(Received April 11.)

(No. 5.)

My Lord, *Paris, April 9, 1841.*

I HAD the honour of again this day calling M. Guizot's attention to the renewal of the Commission appointed last year for the settlement of the British claims with respect to the blockade of Portendic. M. Guizot said that M. Ducos would still be occupied, for ten days, with the Commission on the Budget, but, after that time, he most certainly hoped that the Commission would resume its functions.

M. Guizot seemed to consider, that although M. Ducos was thus the cause of delay, the appointment of a successor to that gentleman, such successor having to enter upon the business *de novo*, would be a still greater loss of time.

I have, &c.,
(Signed) HENRY L. BULWER.

No. 4.

Viscount Palmerston to Mr. Bulwer.

(No. 39.)

Sir, *Foreign Office, May* 12, 1841.

I HAVE to instruct you to ask M. Guizot, whether M. Ducos is now ready to proceed with the business of the Portendic claims, and to impress strongly upon M. Guizot the extreme inconvenience which must arise to the good understanding between the two countries, from any further delay in settling these already too long suspended claims.

I am, &c.,
(Signed) PALMERSTON.

No. 5.

Mr. Bulwer to Viscount Palmerston.—(Received May 20.)

(No. 57.)

My Lord, *Paris, May* 17, 1841.

I BEG to inclose to your Lordship a copy of the communication which I have made to M. Guizot, in consequence of your Lordship's instructions contained in No. 39. Having already spoken several times to M. Guizot on the subject, I thought it better this time to having recourse to writing.

I have, &c.,
(Signed) HENRY L. BULWER.

Inclosure in No. 5.

Mr. Bulwer to M. Guizot.

M. le Ministre, *Paris, May* 15, 1841.

I AM instructed by Her Majesty's Government, to ask your Excellency, whether M. Ducos is now ready to proceed with the business of the Portendic claims; and allow me to impres strongly on your Excellency, the inconvenience which must arise, with respect to the good understanding between the two countries, from any further delay in settling these long-suspended claims.

I avail myself, &c.,
(Signed) H. L. BULWER.

No. 6.

Mr. Bulwer to Viscount Palmerston.—(Received May 26.)

(No. 65.)

(Extract.) *Paris, May* 24, 1841.

HAVING met M. Ducos two or three days ago, and having learned from him that he was now ready to resume our discussions with respect to the Portendic claims, but that he intended shortly to leave Paris, I pressed M. Guizot again this morning as to the immediate renewal of the Commission. M. Guizot said, hereupon, that M. Ducos had just left him, and that that gentleman seemed anxious to go into the country. "He is, however," said M. Guizot, "to give me an answer immediately; and if he is not able to belong to the Commission, I shall then name M. Dumon (a deputy of considerable

legal knowledge and ability), and there shall be, I promise you, no further delay. In the course of a week, I should say, the duties of the Commission may recommence."

No. 7.

Mr. Bulwer to Viscount Palmerston.—(*Received June* 13.)

(No. 101.)

My Lord, *Paris, June* 11, 1841.

I HAVE the honour to forward to your Lordship a copy of a note I have just received from M. Guizot, informing me of the nomination of M. Dumon as French Commissioner to examine into the claims arising from the late blockade of Portendic.

I have, &c.,
(Signed) HENRY L. BULWER.

Inclosure in No. 7.

M. Guizot to Mr. Bulwer.

Monsieur, *Paris, le* 11 *Juin*, 1841.

VOUS m'avez fait l'honneur de m'écrire le 15 du mois dernier, pour me demander si M. Ducos est en mesure de continuer la discussion sur les réclamations auxquelles a donné lieu le blocus de Portendic. Obligé par ses affaires personnelles de s'éloigner de Paris, M. Ducos ne pourrait pas s'occuper maintenant de cette affaire ; mais pour n'en pas retarder davantage la solution, que le Gouvernement du Roi ne désire pas moins que celui de Sa Majesté Britannique, j'ai pris les ordres de Sa Majesté, et je me félicite d'être à même de vous annoncer qu'elle a désigné M. Dumon, Membre de la Chambre des Députés et l'un des Vice-Présidens du Conseil d'Etat, pour suivre la discussion en remplacement de M. Ducos, et conjointement avec M. le Marquis de Gabriac.

Aussitôt que M. Dumon se sera mis au courant de l'affaire, il aura soin de vous en informer, et les conférences pourront être immédiatement reprises.

(Signé) GUIZOT.

[For translation, see page 353.]

No. 8.

Mr. Bulwer to Viscount Palmerston.—(*Received July* 4.)

(No. 141.)

My Lord, *Paris, July* 2, 1841.

I HAVE the honour to inform your Lordship that M. Guizot has inquired of me how soon it would be convenient to resume the examination of the claims arising from the blockade of Portendic.

I have, &c.,
(Signed) HENRY LYTTON BULWER.

No. 9.

Viscount Palmerston to Mr. Bulwer.

(No. 111.)

Sir, *Foreign Office, July* 13, 1841.

WITH reference to your despatch No. 141, of the 2nd instant, stating that M. Guizot had inquired of you how soon it would be convenient to resume the examination of the claims arising from the blockade of Portendic, I have to instruct you to acquaint M. Guizot, that Her Majesty's Government wish the examination of these claims to be resumed immediately, and that Mr. Rothery will be directed to go over to Paris for that purpose forthwith.

I am, &c.,
(Signed) PALMERSTON.

No. 10.

Mr. Bulwer to Viscount Palmerston.—(Received August 5.)

(No. 185.)

My Lord, *Paris, August* 2, 1841.

MR. ROTHERY having arrived at Paris on the 25th of July, I informed M. Guizot of this circumstance on the 26th, and expressed a desire to proceed as soon as possible with the discussion relative to the Portendic claims; I have not yet received an official answer from M. Guizot, but I was informed on Saturday, at the Foreign Office, that M. de Gabriac, who is in the country, had been written to, and that a meeting would most probably take place on Wednesday.

I have, &c.,
(Signed) HENRY LYTTON BULWER

No. 11.

Mr. Bulwer to Viscount Palmerston.—(Received August 12.)

(No. 199.)

My Lord, *Paris, August* 9, 1841.

I HAVE the honour to inclose to your Lordship a copy of a letter which I have received from M. Guizot, respecting the renewal of the conferences between the Commissioners appointed for the settlement of the Portendic claims, and also a copy of the letter which I have addressed to his Excellency in reply.

I have, &c.,
(Signed) HENRY LYTTON BULWER.

Inclosure 1 in No. 11.

M. Guizot to Mr. Bulwer.

Monsieur, *Paris, ce 6 Août,* 1841.

JE vois par la lettre que vous m'avez fait l'honneur de m'écrire le 26 du mois dernier, que Mr. Rothery, chargé de suivre, conjointement avec vous, comme Commissaire de Sa Majesté Britannique, l'examen des réclamations relatives au blocus de Portendic, vient d'arriver à Paris.

Rien, en conséquence, ne s'opposant plus, Monsieur, à ce que les conférences sur cette affaire soient immédiatement reprises, je viens d'inviter M. le Marquis de Gabriac et M. Dumon à se concerter avec vous pour fixer le jour de votre première réunion.

Agréez, &c.,
(Signé) GUIZOT.

[For translation, see page 353.]

Inclosure 2 in No. 11.

Mr. Bulwer to M. Guizot.

M. le Ministre, *Paris, August* 9, 1841.

I HAVE had the honour of receiving your communication of the 6th instant, which states that you have desired the Marquis de Gabriac and M. Dumon to consult with me, in order to fix a day for our first meeting.

As I have not yet received any communication from these French gentlemen, would you allow me to say, that I should feel much obliged to your Excellency, if you would convey to them my earnest desire that our discussions should commence as soon as possible, the affair in question having been so long pending, and Mr. Rothery's presence here being attended with some inconvenience.

I avail, &c.,
(Signed) HENRY LYTTON BULWER.

No. 12.

Document delivered by the British Commissioners at the Meeting of the British and French Commission, August 12, 1841.

Paris, July 30, 1841.

THE Undersigned, in consequence of the long period which has elapsed since the sitting of the Mixed Commission, of which they are members; and also in consequence of the change which the appointment of a new Commissioner, in the place of M. Ducos, has made in the constitution of the said Commission, deem it desirable to state, in writing, the course which they pursued last year, and the point which they consider themselves to have arrived at, so that it may be clearly understood what part of the case they now consider to have been disposed of, what part they regard as yet to be decided upon, and what method in the future conduct of the discussions they should be inclined to adopt.

The question at issue, is, indemnification for the losses sustained by British merchants, occasioned by the interruption of their trade at Portendic, which interruption was caused by French authorities, and took place under various and differing circumstances.

The Undersigned have been and are most anxious in the treatment of this question, to deal with it in the most conciliatory and friendly manner, and with the desire of avoiding any unnecessary differences between the two Governments.

In conformity with this desire, they suggested the division of the grievances, of which they had to complain, as far as it was possible, under different heads, so that each should be discussed separately, without bringing into argument, more points of dispute than were actually essential for the particular subject then under consideration. It need not be added, however, that in adopting this course, they by no means abandoned, or intend to abandon, those arguments which they do not employ, and which may at any time have been brought forward on the part of Her Britannic Majesty's Government.

Now, the first class of injuries (pursuing the system of classification

and division they have just indicated), of which the Undersigned had to complain, and for which they had to demand indemnification, related especially to two vessels, the "Governor Temple" and the "Industry," which vessels, whilst trading at Portendic, according to their usual custom, and as their owners had imagined, according to their established right, were interrupted in their traffic, and carried away by the French ship of war "Dunois," on the ground that the said vessels had no right to trade on that portion of the African coast, except by the Treaty of 1783, and that that Treaty stipulated that they should only trade under sail.

To decide this point, it merely seemed necessary to refer to the Treaty in question. Now the words of that Treaty expressly accord to British subjects the liberty to trade from the mouth of the River St. John, to the bay and fort of Portendic inclusively; but Great Britain was not to make any "permanent settlement upon the coast, or in the bay."

Was the trading at anchor, then, making a permanent settlement? This seemed the sole point to decide upon.

Marshal Soult, however, abandoned the pretension which had been set up by the commander of the French ship of war. The French Commissioners also, last year, at once admitted, that an improper construction had been put upon the Treaty by this officer. They contended, however, that if it could be clearly proved that the "Governor Temple" and "Industry" had been engaged in supplying the Trazars, a tribe of Moors with whom the French declared themselves to be at war, with arms and ammunitions, then the expulsion of these vessels would have been justifiable.

The Undersigned, without admitting this argument, confined themselves to stating, that no proof had been offered that the said vessels did supply the Trazars with arms; and this subject having been gone into, and no adequate proof of the charge having been adduced, the French Commissioners admitted that, in this class of cases, indemnity was due; and therefore the only question respecting them, which now remains for consideration, is, the amount of indemnification to which the parties* who suffered thereby are entitled.

The next case in which indemnification is claimed, is that of the "Eliza," N. R. Sayers, master, which sailed from London, with an assorted cargo of goods for the Portendic trade, in the month of October, 1834, and arrived at Portendic on the 12th of November following, at which time the pretension of excluding vessels from trading there, except under sail, had been abandoned, and when, consequently, the supercargo considered that he might pursue his traffic without molestation. He therefore landed the greater part of his goods, and then sent the vessel to Gambia and Sierra Leone, for corn and rice, to be brought back to Portendic, where he remained in order to barter his whole cargo in exchange for gum, which he had done accordingly, by the time the "Eliza" returned (which was on the 4th February, 1835, previous to the knowledge of any blockade being about to take place), and the vessel had actually discharged her corn and rice, and was about to receive the gum bartered in exchange for all the articles delivered, when she was suddenly and violently driven away at midnight of the 14th of February, by a French vessel of war, on the ground that a blockade of the coast and bay was to take place on the following day.

Here, without entering into the question as to whether a blockade could be legally, or was properly established on this coast, there seems to the Undersigned sufficient reason to claim and expect compensation.

A blockade is announced to a vessel, for the first time, within a few

* The parties claiming indemnification, are, as was stated last year:—

Messrs. Forster and Smith, of London, merchants, the owners of the "Governor Temple."
Mr. Pellegrin, the supercargo of the said vessel.
Mr. Robert Harrison, of London, merchant, the owner of the "Industry."
Mr. Hughes, the supercargo of the said vessel.
Mr. Pinsent, the supercargo of the ship "Matchless," who was taken as a prisoner on board the "Industry."
Mr. G. C. Redman, of London, merchant, the owner of the "Matchless" and her cargo.

hours of its being enforced. This vessel was not in a situation to obey the order it received, without sustaining serious loss. The whole barter had been consummated, without any expectation of interruption, much less of a blockade, and all the articles of traffic delivered; the Moors in possession of the articles delivered to them; the English about to ship the articles which they had received.

But if there are any principles generally admitted with respect to blockade, they are these:—

1st. That blockades are intended to do injury to the enemy.

2ndly. That no unnecessary evil is to be inflicted by them on the neutral; —and

3rdly. That the neutral is not to have an injury inflicted upon him, without the opportunity of avoiding it being afforded him.

Yet here the injury is *not* done to the enemy who has received his goods, and consequently benefits by getting them for nothing.

The injury *is* done unnecessarily to the neutral, since the belligerent party could in no wise gain by his loss: and from this injury, moreover, there was no possible escape, since the merchandize of the "Eliza" was one of the supercargo's possession, before he knew that the trade was to be forbidden.

The remaining cases are those of such parties as were prevented trading with the Moors who frequented the coast of Portendic, after the 15th of February, 1835, by reason of the blockade established by orders from the French Government on that day.

These cases may be considered:—First, as to the merchants whose ships left Great Britain with the expectation that the trade in question would be allowed them. Secondly, as to those merchants who refrained from completing such arrangements, as would have been necessary for carrying on their accustomed trade, in consequence of the measures that were adopted to prevent it.

Now with respect to both of these cases, a great question is doubtless at issue, viz., whether a blockade could, on the grounds given for it, be properly established at Portendic? But, with respect to the first case, there is also a peculiar consideration, viz., as to whether this blockade was so announced and carried into execution, as not to give fair and reasonable ground of complaint. And it is to this part of the subject, in accordance with the rule which the Undersigned set our by adopting (viz., that of avoiding every point in dispute which is not absolutely necessary for the particular claim under consideration), that the Undersigned, in the first instance, mean to call the attention of the French Commissioners.

In the latter end of January, 1834, in consequence of directions from the British Government, his Excellency Lord Granville inquired of Admiral de Rigny, the Minister of Marine, whether it was the intention of the French Government to establish a blockade at Portendic or not; and received from that Minister the clear and positive assurance that no such blockade was intended. This assurance, though verbal, was of a sufficiently official character to have been the subject of an official despatch addressed by his Excellency the British Ambassador to the British Minister for Foreign Affairs, dated the 31st of the said month of January, and was considered by that Minister sufficiently formal in its authority for him to inform British merchants of its contents.

The French Government did at one time insist on the fact, that no trace of such assurance existed in the French archives. This undoubtedly may be possible, since the communication is expressly stated to have been verbal. But the affairs of States must be considered and determined by the same principles as regulate the intercourse between individuals.

The rules of honour never vary. If an individual had made a promise to another, would he be released from that promise by saying, "You have no written proof to show for it?" Would not the question be one of evidence, as to whether the promise had really ever been made or not; and if it seemed clear that the promise had been made, would not the individual be as much bound by its having been made verbally, as if it had been made on stamped paper? In courts of law also, does not the same rule apply? Would all

evidence be refused of a fact, if documentary evidence could not be produced in support of it?

And is it to be contended, that nations, in their intercourse with each other, are to adopt a less broad and liberal measure of justice than is used in legal courts, or adopted by society in its ordinary transactions and relations? No, most certainly: and the case here, is, as it would be everywhere—not as to whether the promise was made in writing, or by word of mouth, but as to whether there is sufficient proof that it was made at all. And what is the proof which the Undersigned offer? Not merely the assurance of the British Ambassador, as given to the French Government, but the formal assurance of the Ambassador in question to his own Court, a Court which he could not have wished to lead astray, and which placed such reliance on the information it thus received, as to encourage British subjects to act upon it.

That the promise was made then seems settled beyond dispute. Indeed it has never been denied. And the Undersigned, therefore, consider, that whether this promise were made verbally, or by writing, becomes a matter of perfect insignificance.

It may, indeed, be pretended, that the promise of one Minister, and this not the Minister of Foreign Affairs, cannot bind the Government to which he belongs. But it surely must be admitted that that promise ought to bind his own particular department.

If a Minister of Public Instruction, for instance, was to state what he thought likely, or certain to be done in the Department of the Ministry of War, it might indeed be said, "the Minister of Instruction cannot bind the Minister of War, and the fault is with the Ambassador who took the word of a functionary who could not be certain of what he stated, and was not responsible for it." But here is the case of a Minister of Marine, the very person to whom Lord Granville ought to have applied for prompt and correct information as to a naval matter; yet the conduct pursued by the Marine Department is in direct opposition to the course promised by the Minister representing it.

It is certainly true, that Admiral de Rigny ought to have made a note of so important a conversation, but if he did not, are the subjects of another Government to be the sufferers?

But this is not all. If any parties could, by possibility, contend that the promise of the Minister of Marine is not to bind the Government, even with respect to his department, all must surely admit that it rendered it imperative on that Government, in altering its course, to take every possible precaution for making known such alteration to the parties to whom the promise in question had been given. Yet, what are the facts? Admiral de Rigny gives the promise that no blockade shall take place in January, 1834, and the French Government, during the same year, sent out orders, through the department over which Admiral de Rigny had presided, for the institution of a blockade, without any communication whatever with the British Government.

And be it observed, that this fact, viz., that the order for establishing the blockade came from the Government at home, is a very strong feature in the case. For, even supposing Lord Granville had never asked any question, and Admiral de Rigny had never made any promise, what would have been the proper course for the French Government to have pursued, in determining to order the establishment of a blockade?

The Undersigned are perfectly aware that blockades may be established on the spot, on due notice given; but it is always allowed that is an irregular proceeding, only justified by the emergency of the case, and that the proper and fitting course to be pursued by a belligerent Power, intending to enforce a blockade, is, for its Government to give ample notice of such its intention, to the Governments of all neutral and friendly States with which it is in relation. Now what occurs here? Does the Governor of Senegal, moved by the urgency of the matter, establish a blockade on the spot, in virtue of his own authority? No; we have his own declaration for saying, that he establishes a blockade in consequence of instructions he had received from his Government at home, which Government could have communicated the nature of these instruc-

tions to the British Government, at the same time that it sent them to its own settlement.

But, it is no excuse to say there is a right to do the less regular act, when there is the opportunity of doing the more regular one. The negligence in such instances must be set down against the account of the party by whom it is committed, and that party is justly called upon to bear the burthen of its consequences.

Supposing, therefore, the blockade to be justifiable, which the Undersigned by no means admit, supposing the promise given by Admiral de Rigny to Lord Granville was not binding, which the Undersigned confidently contend that it was, they would still assert that the French Government, in neglecting to give the notice which it could have given, rendered itself liable for the losses which British trade thereby incurred, and that, consequently, the owners of these vessels * which left England in ignorance of a fact with which they ought to have been acquainted, are, on the plea of that ignorance alone, independently of every other consideration, fully entitled to compensation for the injury thus wilfully or carelessly occasioned.

The Undersigned have proceeded thus far without bringing into discussion the question on which some cases, not hitherto included in this statement, may have to be decided, and which would, if established, as they fully believe it can be, in favour of the parties, at once settle the whole matter in dispute; they speak of the question to which they have already alluded,—that of whether the French Government had a right, under the circumstances in which it it was placed, to put the coast and port of Portendic under the blockade which it established. They, the Undersigned, say that they have purposely abstained as yet from bringing forward this question, because they believe all the cases they have hitherto had to deal with, can be decided without entering upon it.

They think, however, it may be as well to observe, that they shall, in due time, contend that the French Government had not any right to interfere in any way whatsoever with the trade of British vessels at Portendic, which it (the French Government) holds, according to its own pretensions, in virtue of a treaty which expressly gave to British merchants the liberty of carrying on trade upon the coast or in the Bay of Portendic.

The Undersigned, however, here beg most sincerely to observe, that when they approach this part of the subject they will do so in the same conciliatory spirit with which they first entered upon these discussions, their wish being to avoid all controversy that may not be necessary for their immediate object, and to endeavour to terminate a long-pending question between two friendly Governments, in a manner which may be alike honourable and satisfactory to each party.

(Signed) H. L. BULWER.
WM. ROTHERY.

No. 13.

The French Commissioners to the British Commissioners.

LA note en date du 31 Juillet, qui a été remise le 12 Août par MM. les Commissaires Anglais aux Commissaires Français soussignés, semble avoir deux objets, premièrement, celui d'assigner un résultat aux conférences de l'année dernière; en second lieu, celui de discuter quelques uns des points contestés.

A l'égard de cette partie de la note Anglaise qui présente une sorte de compte-rendu de ce qui avait été dit l'année dernière, les Commissaires Français croyent devoir tous les deux garder le silence. L'un, M. Dumon, parcequ'il

* Meta.
Matchless, second voyage.
Prince Oscar.
Marmion.
Gambia.
Columbine.

n'assistait point aux conférences de cette époque; l'autre, M. de Gabriac, parcequ'à l'ouverture de ces conférence, il fut convenu entre les Commissaires, de ne laisser aucune trace écrite des discussions.

Quant aux observations contenues dans la note Anglaise sur plusieurs points controverses, les Soussignés ne traiteront pas l'ensemble de la question, mais se borneront à quelques indications partielles et sommaires dans l'ordre suivi par la note en question, et qui s'appliqueront ainsi d'abord, au "Governor Temple" et à "Industry;" ensuite à "l'Eliza;" en troisième lieu au blocus en général.

1°. *En ce qui concerne le "Governor Temple" et "l'Industry."*

On trouve dans la note Anglaise une sorte de résumé sur cette question en ces termes,—

"Le commerce à l'ancre était-il ou non un établissement permanent? Ce point semblait le seul à décider."

Mais les Soussignés trouvent que la question est plus complexe, même en ne consultant que la lettre du commandant du "Dunois" aux capitaines Anglais; à plus forte raison, en appréciant le commentaire qu'en fournit la correspondance du Gouverneur du Sénégal, et enfin en rappelant l'avis du Comité du Contentieux.

1°. La lettre du commandant du "Dunois" est conçue en ces termes: "M. le capitaine,—Considérant que, contre toutes les lois qui existent entre les nations civilisées, M. le Gouverneur de Ste. Marie de Gambie vous a envoyé à Portendic, pour ravitailler journellement les Trarzas avec lesquels nous sommes en guerre; qu'il a manqué par là à la reconnaissance qu'il devait au Gouvernement Français; eu égard ensuite à la composition de votre chargement qui ne peut être que d'un grand secours pour cette peuplade; enfin, conformément aux instructions que j'ai reçues de M. le Gouverneur du Sénégal, j'ai l'honneur de vous engager à appareiller immédiatement et à ne vous livrer au commerce de la gomme avec les Maures du camp de Portendic que sous voiles, ainsi qu'il été stipulé par les Traités passés entre les deux Gouvernemens. Dans le cas où vous ne voudriez pas vous rendre à mes invitations, je vous prie de me donner votre refus par écrit, bien déterminé ensuite à vous y contraindre."

Il résulte de cette lettre, que le capitaine du "Dunois" admet, il est vrai, qu'aux termes du Traité, le commerce doit être fait sous voiles, mais que le Gouverneur du Sénégal n'en imposait la rigoureuse condition aux commerçans Anglais qu'en vue des mauvais procédés des Anglais envers la France et de leurs fournitures aux Trarzas.

2°. Ensuite par la correspondance de M. Pujol avec Mr. Rendall et le Ministère de la Marine, ces griefs sont développés de la manière suivante:

"Les secours du Sénégal avaient délivré en 1831, la Colonie de Bathurst du péril très grave où l'avait placée l'aggression de la population riveraine des Mandingues. La France à cette expédition dépensa son argent, exposa ses soldats, et perdit temporairement son comptoir d'Albreda, d'où son agent fut obligé de fuir devant les Mandingues, irrités de ce que la France se joignait aux Anglais, leurs ennemis. En retour cependant d'un aussi généreux secours, non seulement les Anglais refusèrent de rembourser les frais de l'expédition, mais le Gouverneur de Gambie s'opposa pendant quatre ans au retour à Albreda de l'Agent Français, qui ne s'était retiré que par suite de l'assistance donnée par les Français aux Anglais; et enfin lorsque la Colonie du Sénégal se trouva à son tour affligée des maux de la guerre que lui faisaient les populations riveraines des Trarzas, le commerce Anglais fournissait à celles-ci les subsistances alimentaires et les munitions, sans lesquelles cette guerre aurait été promptement éteinte, ainsi que l'expérience du blocus l'a postérieurement démontré."

Il est vrai qu'à l'égard des munitions de guerre, il a été observé que les manifestes du "Governor Temple" et de "l'Industry" ne mentionnaient point d'articles de cette nature, et il a été ajouté que le commandant du "Dunois" ayant eu à sa disposition ces deux bâtimens, n'y avait point tronvé de munitions de guerre.

Mais il est à remarquer qu'aucune visite ne fut faite sur ces deux bâtimens; et il faut ajouter, que dans la situation où ils se trouvaient, il semble que toute perquisition serait venue trop tard: "l'Industry" avait déchargé entièrement sa cargaison; le "Governor Temple," du 8 au 9 Juillet, avait pu se défaire de ses articles de contrebande. Telle est du moins l'indication qui résulte du passage suivant du rapport de M. Pujol au Ministre de la Marine, en date du 19 Août, 1834:—

"Ce qui est bien certain, et de l'aveu même des équipages des deux bâtimens momentanément arrêtés par le 'Dunois,' c'est que la majeure partie de la cargaison des bâtimens Anglais consistait en poudres et en armes. Un brick-goëlette en a débarqué une immense quantité des premières, et les officiers du 'Dunois' ont eu occasion de voir embarquer les armes à Ste. Marie."

Les assertions des officiers du "Dunois" n'ont point, il est vrai, été recueillies sous la religion du serment, et M. Pujol n'en fesait point l'objet d'une enquête judiciaire. Mais sa conviction était formelle à cet égard; elle n'avait pu être produite que par celle de ses subordonnés, et elle peut sans doute être opposée aux assertions contraires. Et dans le doute produit par ces affirmations contradictoires, ne devait-on pas tenir compte d'un fait général et certain concernant le commerce avec les Maures? Les négocians Français, les négocians Anglais, ceux même intéressés dans cette affaire, sont unanimement d'opinion que dans les échanges destinées à obtenir la gomme des Maures, il est indispensable de comprendre une certaine quantité de poudres et d'armes. Le "Governor Temple" et "l'Industry" avaient-ils seuls fait exception à la règle générale; et avec une telle probabilité en faveur de l'existence des munitions à leur bord, l'opinion de ceux qui le nient, doit-elle l'emporter sur le témoignage de ceux qui l'affirment?

3°. Toutefois en outre de ces indications extraites de la correspondance du Gouverneur du Sénégal, les Soussignés doivent indiquer ici l'opinion développée dans les mémoires du Comité du Contentieux, savoir: qu'à l'époque du détournement en question, les Trarzas étant rangés sur la côte Française de Portendic, les Français avaient parfaitement le droit de troubler leur commerce en les attaquant, et leur nuisant par tous les moyens en leur pouvoir, ainsi que de fermer momentanément, en vertu du droit de guerre, supérieure au droit du commerce, la baie Française de Portendic aux bâtimens Anglais, comme ils auraient fermé un port de France où l'on eut ravitaillé les ennemis de ce pays.

Tels sont, dans l'opinion des Soussignés, les élémens véritables de la discussion concernant le "Governor Temple" et "l'Industry."

2°. *Relativement à "l'Eliza."*

Lorsque le capitaine de ce dernier bâtiment revint de Gambia et de Sierra Léone, jeter l'ancre à Portendic le 4 Février, 1835, est-il probable qu'il ignorât la notification du blocus transmise en date du 17 Janvier par le Gouverneur du Sénégal aux commandans de ces colonies dans une aussi grande proximité?

En tout cas, le capitaine de "l'Eliza" parait, d'après ses lettres au commandant de la "Bordelaise," avoir été bien décidé à ne tenir aucun compte de l'avis que celui-ci lui donna en date du 14 Février, et à ne rien faire qui put prévenir son expulsion sur lest. Il est en outre à remarquer, que ce bâtiment était considérablement chargé de munitions de guerre. Il en avait pour 1008 livres sterling sur une cargaison de 5000 et quelques; serait-ce à la France à payer les poudres fournies contre elles? Les Soussignés ne le pensent pas.

3°. *Le Blocus.*

La note de Messieurs les Commissaires Anglais contient une sorte de réserve qui conteste le droit de la France à fermer dans aucun cas la Baie

de Portendic aux bâtimens Anglais. Mais les motifs de cette réserve n'étant point développés, les Soussignés se réfèrent à ce qui a déjà été dit à ce sujet dans les mémoires du Comité du Contentieux, et qui jusqu'ici n'a point été réfuté. Ils font de leur côté toutes réserves en faveur des droits de la France sur ce point.

Quant à la liste des bâtimens expédiés et repoussés par le blocus, ou non expédiés par la connaissance de l'adoption de cette mesure, les Soussignés doivent se borner à l'observation suivante, que deux seuls bâtimens Anglais ont été repoussés de Portendic pendant le blocus, d'après les rapports des autorités Françaises. Ces deux bâtimens sont "l'Oscar" et le "Matchless."

A l'égard des observations présentées par la note Anglaise au sujet de la conversation que Mylord Granville aurait eue avec M. l'Amiral de Rigny, et du défaut de notification du blocus à la métropole, les Soussignés se trouvent forcés de répéter en quelque sorte ce qui déjà a été dit sur cette matière.

Touchant M. de Rigny, Messieurs les Commissaires Anglais semblent croire, que si le Ministre de la Marine ne pouvait de son propre mouvement engager son pays relativement à des mesures dépendantes de départemens ministériels autres que le sien, il pouvait du moins lier irrévocablement la France par ses assurances en ce qui concernait les opérations maritimes. Mais les Soussignés sont aussi éloignés de partager cette opinion qu'ils le seraient de croire que le Ministre de la Guerre, par exemple, put, sans mandat spécial, et de sa propre inspiration, engager validement sa nation vis-à-vis d'un Ambassadeur, à envoyer une armée en pays étranger.

De pareilles promesses, qui engagent une nation vis-à-vis des autres Puissances, ne pourraient, en tout cas, être prises que par le Gouvernement tout entier, et elles ne sauraient être exprimées par un autre organe que par celui du Ministère des Affaires Etrangères. En sorte qu'en supposant que M. de Rigny ait donné cette assurance, et quel qu'eût pu être son langage, il n'aurait pu dépouiller son pays du premier des droits d'une nation indépendante: du droit d'user de tous les moyens légitimes pour faire la guerre à ses ennemis. Il paraitrait, au demeurant, que l'Amiral de Rigny aurait attaché beaucoup moins d'importance que Mylord Granville à la conversation en question, puisqu'on n'en retrouve la trace ni dans le souvenir de ses employés, ni dans les papiers de son ministère.

Quant à la notification à la métropole, les Commissaires Soussignés se rencontrent parfaitement avec Messieurs les Commissaires Anglais, dans un vif sentiment de regret de ce qu'une pareille notification n'ait pu être faite; mais ils feront remarquer, qu'à d'aussi grandes distances que celle qui sépare la France du Sénégal, il est difficile de prescrire avec convenances, et l'établissement d'un blocus et le moment où il doit l'établir; sans doute bien des blocus déclarés par les autorités Anglaises sur les lieux auront été prévenus et autorisés éventuellement par leur Gouvernement central, sans qu'il les ait notifiés, ignorant s'ils seraient en suite réellement établis. Ici M. Pujol, écrivant au Ministère de la Marine, exprimait l'opinion de la nécessité de mettre le blocus quatre mois avant qu'il en ait reçu l'autorisation. En l'envoyant, le Ministère de la Marine ignorait donc si les circonstances seraient toujours les mêmes; si la paix par exemple n'aurait point été faite pendant ce laps de tems. Il enjoignait aussi de ne l'établîr qu'après avoir réuni les bâtimens nécessaires, et il ne savait pas le moment précis où cette réunion aurait été effectuée. Comment donc le Gouvernement Français aurait-il pu prévenir l'Angleterre d'un fait dont l'existence et l'époque étaient encore incertaines pour lui?

Telles sont les explications que la note en question invitait les Soussignés à donner à Messieurs les Commissaires Anglais. Les Commissaires Francais y joignent l'expression des regrets que leur cause l'ajournement momentané des conférences suspendues par le départ de M. Dumon, qui se trouve rappelé à cette époque-ci de l'année par ses fonctions politiques dans son département. Peut-être cette pénible interruption aurait-elle pu être évitée si, lorsque M. le Ministre des Affaires Etrangères prévint M. le Ministre d'Angleterre, en date du 11 Juin, de la nomination des Commissaires

Français, ceux de Sa Majesté Britannique avaient pu se joindre à eux plus tôt qu'aux derniers jours de Juillet. Mais enfin, puisque cet ajournement est devenu inévitable, il est permis d'espérer qu'une connaissance plus approfondie des moyens réciproques des deux parties permettra de parvenir à une prompte solution de cette affaire à la reprise des conférences.

Toutefois, les Soussignés doivent signaler un élément nouveau qui devra être compris dans la discussion de cette époque. D'après l'ordre de leur Gouvernement, ils ne doivent point terminer cette note sans demander à Messieurs les Commissaires Anglais de s'occuper alors d'une réclamation Française motivée par un abus d'autorité commis sur la côte d'Afrique par le commandant du brick Anglais le "Curlew." Cet officier ayant arrêté et saisi le bâtiment Français le "Niger," l'a livré à l'autorité judiciaire Anglaise de Sierra Léone, sous la prévention de piraterie; mais après neuf mois de détention, la Cour d'Amirauté de cette colonie a renvoyé absous M. d'Erneville, propriétaire du "Niger." Néanmoins celui-ci sollicite vainement depuis quatre années une juste indemnité pour tous les préjudices que son arrestation et sa longue détention lui ont causés: et le Ministère Français qui s'est adressé plusieurs fois à ce sujet au Gouvernement Anglais, par l'intermédiaire de l'Ambassade du Roi à Londres, n'ayant point obtenu de réponse à cet égard, pense qu'il est juste de traiter cette question en même tems que celles des réclamations Anglaises pour Portendic. Le Ministère de Sa Majesté Britannique pourra donner à ce sujet des instructions à ses Commissaires en parfaite connaissance de cause; néanmoins, si des explications leur étaient nécessaires, elles leur seront fournies par les Commissaires Français.

(Signé) S. DUMON.
GABRIAC.

Paris, ce 18 *Août,* 1841.

[For translation, see page 353.]

No. 14.

The British Commissioners to the French Commissioners.

Paris, August 22, 1841.

THE Undersigned will take an early opportunity of replying to the document which they had the honour yesterday to receive.

In the meantime, however, they wish to give an immediate evidence of their earnest desire to arrive at a speedy and equitable adjustment of the business they are engaged upon, and make, therefore, the following propositions:—

1st. That indemnity should be accorded on the cases that occurred prior to the blockade.

2nd. That those cases affected by the blockade should be referred to the arbitration of a third Power, Prussia for instance.

(Signed) HENRY LYTTON BULWER.
W. ROTHERY.

No. 15.

The British Commissioners to the French Commissioners.

Paris, October 4, 1841.

THE Undersigned, in replying to the note which they received on the 22nd August last, participate in the deep regret expressed by the French Commissioners that their meetings have terminated so soon, and so abruptly. The French Commissioners stated that this might have been prevented if Mr. Rothery had been instructed to come to Paris in the month of June, at which period M. Guizot announced to Her Majesty's Minister at this Court, the appointment of M. Dumon in the room of M. Ducos.

But it is to observed that the Commission had been fixed at Paris, expressly to suit the convenience of the French Government, and that it is not always possible to send over to a foreign country, at a moment's notice, an official person, charged with other regular duties ; whereas, on the other hand, if the French Commissioners had been ready to enter upon the discussions on the arrival at Paris of Mr. Rothery, the 24th of July, instead of commencing them on the 12th of August, this long interval would not have been lost, and might possibly, if employed with a friendly desire of adjusting the claims in question, have led by this time to some satisfactory arrangement. Without, however, dwelling longer upon the past, the British Commissioners hasten to acknowledge that expression which relates to the future, and to assure their colleagues, that they fully participate in the desire, that at their next meeting, a fuller knowledge of all the circumstances relative to the claims which they have to decide upon, may expedite the settlement of the same ; and, in order that at all events, no pains on the part of the Undersigned should be wanting to produce this desirable result, they shall now, notwithstanding the repetitions they may thus be guilty of, recapitulate the circumstances which gave rise to these claims, replying in their narrative to the different arguments which the French Government have at various times brought forward, and which the recent note of the French Commissioners, more especially, contains.

Portendic was ceded by Great Britain to France by Treaty signed at Versailles, the 3rd of September, 1783, under the following terms, and with the following provisos :—

" Article IX. The King of Great Britain cedes in fully right, and guatrantees to His Most Christian Majesty, the River Senegal and its dependencies, with the Forts of St. Louis, Podor, Galam, Arguin and Portendic ; and His Britannic Majesty restores to France the Island of Goree, which shall be delivered up in the condition it was in when the conquest of it was made."

" Article XI. For preventing all discussion in that part of the world, the two High Contracting Parties shall, within three months after the exchange of the ratifications of the present Treaty, name Commissaries, who shall be charged with the settling and fixing of the boundaries of the respective possessions. As to the gum trade, the English shall have the liberty of carrying it on, from the mouth of the River St. John to the Bay and Fort of Portendic inclusively, provided that they shall not form any permanent settlement of what nature soever, in the said River St. John, upon the coast, or in the Bay of Portendic.

" Article XII. As to the residue of the coast of Africa, the English and French subjects shall continue to resort thereto, according to the usage which has hitherto prevailed."

On the 13th of July, 1809, Senegal and its dependencies, including Portendic, were surrendered by the French to the English.

The Treaty of Peace with France, dated the 30th of May, 1814, declares as follows :—

" His Britannic Majesty, stipulating for himself and his allies, engages to restore to His Most Christian Majesty, within the term which shall be hereafter

fixed, the colonies, fisheries, factories, and establishments of every kind, which were possessed by France on the 1st of January, 1792, in the seas and on the continents of America, Africa, and Asia," &c.

Now as Portendic is neither a colony, fishery, factory, nor establishment, and as the fort which was formerly at this spot was completely destroyed before the 1st of January, 1792, and Portendic abandoned, it might be a question whether Portendic was ceded to France at this time, or whether the English still retain a right over it. But France has always claimed to hold it under the Treaty of 1783, and with the conditions thereto annexed.

In the latter end of 1833, a war took place between the French at Senegal and two tribes of the native population,—the Moorish tribe of the Trazars inhabiting the right bank of the Senegal River, and possessing one of the three large gum forests called Sahel, and the negro tribe of the Walos, inhabiting the left bank of the Senegal, a tribe from which the French had already acquired a certain portion of territory.

The cause of this war was a marriage between the King of the Trazars, and a niece of the King of the Walos; for, as the issue of this marriage, according to the law of these people, would inherit both the Trazar and Walo dominions, the right and left bank of the River Senegal seemed likely to be united under one Sovereign; the French, therefore, considering such an union hostile to their own views, took up arms for the purpose of changing the law of succession, and soon succeeded in subduing the Walos,—but remained in a state of hostility with the Trazars in the commencement of the year 1834.

Thus, we see that the French, claiming possession of Portendic and the coast adjoining, under the Treaty of 1783, which gives the right of trading at Portendic to the English, were, in 1834, engaged in a war with the Traraz Moors inhabiting the right bank of the Senegal, and distant* about 100 miles from the coast and Bay of Portendic.

It was under these circumstances that on the 1st of July, 1834, the "Governor Temple," of the burthen of 155 tons, sailed from the British settlement of Bathurst in the River Gambia, chartered for a trading voyage to Portendic, and having on board a cargo, the particulars of which were specified in the manifest and other ship's papers.

At 1 o'clock P.M. of the 7th of July, this vessel fell in at 18° 6′ north latitude, with the French brig of war "Dunois," which fired two guns to bring her to; the signal was immediately complied with, and a boat from the French brig of war coming alongside, two French officers boarded the "Governor Temple," and a petty officer went down her main-hatchway to see what her cargo consisted of†. The master of the "Governor Temple" was then requested to go on board the "Dunois," for the purpose of seeing her commander, and, on his complying with this request, that officer told him that he must not proceed to Portendic, if, upon his arrival there, it was his intention to let go his anchor; to which the master replied that he was obliged to go to Portendic in consequence of his supercargo, Mr. Pellegrin, having been there for some time.

Accordingly, he pursued his voyage, and anchored, at 1 P.M. of the following day (the 8th of July), off Portendic. At 3 P.M. on the same day, the "Dunois" hove in sight; and at 4 P.M. the boats from the "Dunois" again boarded the "Governor Temple," and directed the master to get under weigh immediately. This he refused to do, and went on board the "Dunois" again to remonstrate with its commander.

He was, however, told that the Governor of Senegal had given positive instructions to prevent all British vessels trading with the Moors at Portendic, unless such vessels continued under sail, and that these instructions must be enforced.

* Monsieur Durand, who, in 1802, published at Paris a work relative to Senegal and the gum forests, after stating that these forests are about 100 miles from the coast, says, "they are about an equal distance from Senegal, that is, at a distance of about forty leagues, each forest being distant from the other about ten leagues."

† Vide protest of Mr. Cuthbert Adolphus Williams, the master of the "Governor Temple;" sworn the 17th of July, 1834. Appendix annexed hereto.

The master protested against the injustice of such instructions, and said that he would not, unless compelled, submit to their execution.

On the next morning, the 9th of July, Mr. Williams, the master, received the following letter:—

"Captain,

"Considering that against all the laws which exist between civilized nations, the Governor of St. Mary of Gambia has sent you to Portendic to furnish supplies daily to the Trazars, with whom we are at war, and that he has failed in this matter in the gratitude which he owes to the French Government, since the composition of your cargo cannot but be of great assistance to our enemy; I therefore, conformably to the instructions which I have received from the Governor of Senegal, have the honour to require you to get ready to sail immediately, and only to engage in the gum trade with the Moors of the Cape of Portendic, whilst under sail, as is stipulated by the treaties made between the two Governments. In the event of your not complying with my invitation, I beg of you to give me your refusal in writing, being well determined to compel you to obey it."

To this letter was returned the following answer:—

"Sir, "*Off Portendic, July* 9, 1834.

"I beg leave to acknowledge the receipt of your letter, desiring me to get immediately under weigh, and stating that by a treaty existing between England and France, we are only permitted to trade with the Moors at Portendic under sail.

"Conceiving that the French have no authority to oppose any English vessel that may be trading at this port, so long as a permanent settlement is not formed on shore, and relying upon the protection of my Government, which has granted me a legal passport, and permission to trade in this port of Portendic, I am under the necessity of refusing to obey the order this morning received from you.

"I have, &c.,
(Signed) "C. A. WILLIAMS,
"*Captain of the English brigantine 'Governor Temple.'*"

"*A. M. le Capitaine du brick de guerre Français*
"*'Le Dunois,' off Portendic.*"

On the same day, the 9th of July, at noon, two lieutenants with two boats' crews from the "Dunois" came on board the "Governor Temple," and immediately got her under weigh; and in this manner, and under the convoy of the "Dunois," she was carried to Senegal, where she arrived off the town of St. Louis on the 12th of July.

On Sunday the 13th, at 2 P.M., the French seamen left the "Governor Temple," and went on board the "Dunois," and at the same time the master was informed that orders relative to him were expected in about an hour, from the Governor of Senegal.

Accordingly, about 3 P.M. he was told that he was at liberty to depart, and he set sail forthwith first proceeding to St. Mary's, and afterwards to Portendic, where he arrived on the 31st of July.

Here, then, is the state of this case:—The "Governor Temple" is met on the 7th of July, before her arrival at Portendic, by the "Dunois;" she is boarded, examined, and ordered not to trade at anchor. She proceeds, arrives the 8th, at 1 o'clock in the afternoon, off Portendic, and anchors. At 3 the "Dunois" heaves in sight, and at 4 the boats from this brig of war again board the "Governor Temple," and order her to get under weigh immediately. The master of the "Governor Temple" refuses, and on the following morning he receives a letter from the commander of the "Dunois," which says, that in consequence of his trading with the Moors, with whom the French are at war, he is only to trade under sail according to the terms of the Treaty of 1783.

The master of the "Governor Temple" still refusing to obey this order,

he is carried off to Senegal, in the possession of the French, and when there, released by the Governor of that colony.

It seems perfectly clear, therefore, that the ground on which the "Governor Temple" was taken away, was, that she intended to trade at anchor. For, first, she is met off the coast, and told she must only trade under sail; then, when arrived, she is commanded immediately to get under weigh; and, finally, when the captain of the "Dunois," after some inopportune remarks about the laws of civilized nations, and a statement that British trade is carried on with the Moors, with whom the French were at war, makes his formol and written demand. He does not say "you shall not trade at all," but "you shall only trade under sail." The British Commissioners, therefore, repeat what they said in their former note, viz., that it is only necessary to decide whether trading at anchor is a violation of the Treaty of 1783, according to its true intent and meaning; for, if trading at anchor be permitted by that Treaty, then there can be no doubt but that the "Governor Temple" was unjustifiably seized, and prevented from carrying on that trade which the Treaty permitted, and on which Treaty France has founded her claim to Portendic.

The French Government have, however, since contended that, admitting the "Governor Temple" had a right to trade at anchor at Portendic, yet that the seizure was justifiable, on the ground that she was trading in arms; and the French Commissioners now repeat this argument, and assert as proofs, that this vessel had arms on board;—

First.—That M. Pujol, the Governor of the French colony of Senegal, in a letter from which the Undersigned have only received from the French Commissioners an extract, says, "It is perfectly certain, from the avowal of the crew of the vessel, that the greater part of the cargo consisted in powder and arms."

Secondly.—That the British merchants engaged in the Portendic trade have declared generally, that arms and powder must form part of their trade, and that therefore it is proper to presume that powder and arms in this case were not omitted.

And then, as a reason for not establishing the fact, the French Commissioners observe,—

"That no search was made; and that, if a search had been made, it would probably have been too late, and that the cargo would already have been disposed of."

Now, in answer to these observations, the Undersigned have to state:—

That if M. Pujol ever had the declaration of the crew, as stated in his letter*, it has never been produced; and that his assertion is in direct contradiction to his own conduct. For, what (following the argument of the French Commissioners) would have been the case? The Governor of Senegal would have ordered a vessel to be seized because he believed it had arms on board; he would, by actual examination, have proved that such was the fact, and he would then have immediately released the vessel, without taking any step to punish the offence of which he had satisfactory evidence.

Moreover, while the British Commissioners generally object to a vague declaration being brought forward against positive proof, in a particular case, they must especially enter their protest against the manner in which this has been done in the present instance; because the very document† quoted by the French Commissioners, and which says, that the general trade must consist, in some measure, of powder and arms, goes on to declare, a few lines afterwards, that on board the "Governor Temple," as on board the "Industry," a case

* The following is a copy of the only document on this subject that has been delivered by the French Commissioners to the Undersigned, being the extract of a letter from Governor Pujol, the Governor of Senegal, dated the 19th of August, 1834: "What is very certain, and with the confession even of the crew of the two ships detained for a short time by the 'Dunois,' is, that the greater part of the cargo of the English vessels consisted of powder and arms. A schooner landed a large quantity of the former, and the officers of the 'Dunois' had the opportunity of seeing arms embarked at St. Marie de Gambia."

† Vide extract from the statement of the several British claimants in reply to the report of the Comité du Contentieux, dated the 14th of December, 1837. Appendix, page 43.

on which the Undersigned shall next enter, there were no arms and powder whatsoever.

Besides, a search was made on board the "Governor Temple," and her papers were examined before* she arrived at Portendic.

And likewise she was boarded only three hours after her arrival off Portendic, and before she could have entered into any trade or disposed of any arms, if such had been on board of her.

The British Commissioners having thus answered every one of the arguments of the French Commissioners, are totally at a loss to imagine under what possible plea indemnity in this case of the "Governor Temple" can be any longer refused; and they therefore, without further comment, proceed to state the nature and amount of the claim as delivered in by the aggrieved parties.

The British merchants interested in this case are Messrs. Forster and Smith, of London, and their demand is as follows:—

	£	s.	d.	£	s.	d.
For demurrage of the ship "Governor Temple," thirty-five days, she being detained for that period in consequence of the seizure				151	13	4
To compensation for personal injury of Mr. Pellegrin†, the supercargo, being detained as prisoner on board the "Dunois"				150	0	0
For the loss of a complete voyage which the "Governor Temple" would have made if she had not been detained. This was charged in the documents first delivered, at the sum of £2,000, without specifying precisely how it was made out, but in the subsequent account annexed to the letter from Messrs. Forster and Smith to Lord Leveson, dated the 18th of July, 1840, the following is the loss sustained, viz.:—						
To loss of voyage of "Governor Temple," as follows:—						
	£	s.	d.			
42 bales, 60 each, 2,520 pieces of bafts, at 15s.	1,890	0	0			
Sundry goods necessary for the trade of the said bafts	300	0	0			
	2,190	0	0			
Profit thereon, 75 per cent. ..	1,642	10	0			
	3,832	10	0			
Less.	£	s.	d.			
60 bales of bafts returned, at 11s.	1,386	0	0			
Sundry goods returned, £300, less depreciation in value, 30 per cent.	210	0	0			
				1,596	0	0
				2,236	10	0
				2,538	3	4
Interest on this sum until paid						
				£		

† This gentleman, Mr. Pellegrin, was the agent of Messrs. Forster and Smith, the claimants in this case; and having been seized on board the "Industry," the circumstances respecting his seizure are set forth in the facts relative to that vessel and his protest‡. But it is well here to observe, that Mr. Pellegrin went to Portendic in the month of June, 1834, to arrange for the delivery of a large quantity of gum, for which purpose he proceeded into the interior, and on his way back to the sea-side he met with some Moors, who told him that a French man-of-war had seized and taken away the "Governor Temple," after firing at the natives who were on the beach, and that other Moors, who were then going to the coast, upon hearing this, turned back, and took their gum with them to the banks of the Senegal; in consequence of which he lost the opportunity of purchasing two cargoes of gum, which he otherwise should have done.

This fact may well be stated as a proof of the injury which Messrs. Forster and Smith received from the interruption of their trade and the unjustifiable violence of the French commander.

‡ Vide attestation of John Francis Pellegrin, dated the 17th of August, 1835. Appendix, page 43.

Messrs. Forster and Smith, in their letter to Lord Leveson, dated the 18th of July, 1840, transmitting an amended statement of their claims, annex documents to prove that the French Company at Senegal had, in the year 1843, realized a profit of 150 per cent. on their capital; and the evidence produced

* Vide protest of Mr. Williams, the master, sworn 17th July, 1834: "One of the sailors or petty officers from the French boat went down the main-hatchway." Appendix, page 43.

in support of the present claim will be found in the documents transmitted to the French Government on the 19th of December, 1836, as is as follows, viz. :—

Protest and affidavit of John Francis Pellegrin; sworn the 1st of September, 1834. (See page 35, Division III.)

Protest of C. A. Williams, the master of the "Governor Temple;" dated the 17th of July, 1834. (See page 37, Division III.)

Manifest of the cargo, dated the 28th of June, 1834. (See page 39, Division III.)

Affidavit of J. F. Pellegrin as to the Moors taking back their gum in consequence of the conduct of the French ships of war; dated the 15th of August, 1835. (See page 39, Division III.)

Affidavit of J. Hughes, supercargo of the "Industry;" dated the 15th of August, 1835. (See page 40, Division III.)

Affidavit of Richard Lloyd, the charterer of the "Governor Temple," who deposes that, in consequence of the seizure, one cargo of gum was lost to the charterers; sworn the 15th of August, 1835. (See page 40, Division III.)

Certificate of five merchants at Bathurst, on the Gambia, that £2,500 would be a fair and reasonable claim to demand; dated the 15th of August, 1835. (See page 40, Division III.)

Certificates in support thereof. (See page 41, Division III.)

Certificate that the proclamation of the Governor of Senegal, declaring his intention to blockade Portendic, was published in Bathurst the 24th of January, 1835. (See page 41, Division III.)

Declaration of Matthew Forster, as to his demand being correct and just; dated the 12th of November, 1836. (See page 45, Division III.)

Ditto of John Rendall, Esquire; dated the 6th of April, 1836. (See page 68, Division III.)

Letter from Mr. Nathaniel Isaacs to Governor Rendall; dated the 27th of August, 1835. (See page 69, Division III.)

Declaration of Mr. Nathaniel Isaacs; dated the 8th of December, 1836. (See page 71, Division III.)

Declaration of Sadi Ombark Benbey; dated same day. (See page 73, Division III.)

The next case is that of the "Industry;" which vessel sailed from the Gambia on the 27th of June, 1834, and arrived off Portendic on the 2nd of July following, where she remained, preparing for trade with the Moors, until the 8th. On this day the "Dunois," as it has been already said, arrived; and immediately on coming to anchor, about two o'clock in the afternoon, the second lieutenant, M. Gachina, came with two boats to the "Industry," and told Mr. James Eunson, the master, that Commander Lévêque of the "Dunois," desired him instantly to get under weigh, and trade with the Moors under sail only: stating that by the Treaty between France and England, the English were not allowed to trade at anchor. Mr. Eunson expressed a different opinion as to the effect of the Treaty of 1783, and Lieutenant Gachina returned on board the "Dunois;" but on the next morning, the 9th of July, he again came to the "Industry," with a letter from Commander Lévêque, of the same import as that which had been addressed to the master of the "Governor Temple." To this letter Mr. Eunson wrote a reply similar to that which had been written by Mr. Williams, the master of the "Governor Temple," and on Lieutenant Gachina returning with this letter to the "Dunois," that vessel got under weigh, and anchored near the shore, and commenced firing at the Moors with grape and round shop.

After firing for a considerable time, the commander of the "Dunois" again sent two boats in charge of Lieutenant Gachina, to the "Industry," to know finally, if the master would get under weigh or not; and the master of the "Industry" still persisting in his refusal, Lieutenant Gachina left the "Industry," and went with his boats to the "Governor Temple," intimating to the master of the "Industry," that he should be back immediately, and would compel the "Industry" to make sail.

A short time afterwards, however, the "Dunois" was observed sailing away with the ship "Governor Temple," leaving the "Industry" at anchor, and she consequently continued to trade, until the 19th of July, when the "Dunois" again appeared, and anchored near to the coast, and not far from the "Industry;" the supercargo of which vessel was then on shore, where the British flag was flying over a heap of gum that had been purchased.

The "Dunois" immediately after anchoring commenced firing in the same way that she had previously fired on the 9th, without any communication

whatever being made to those on shore belonging to the "Industry," or any attention being paid to the British flag, at which the firing was directed.

The supercargo, indeed (Mr. Hughes), was in great danger, and had, at the great peril of his life, to swim in the midst of the firing, to his boat, which could not approach the coast.

The firing from the "Dunois" continued for half a hour after Mr. Hughes had got on board the "Industry." Lieutenant Gachina then came himself on board that vessel, and told the master that the French commander wished to have an interview with him immediately. Accordingly, Mr. Eunson, accompanied by the supercargo of the "Industry," and Mr. Pellegrin, the supercargo of the "Governor Temple," who had been left on shore at the time of her seizure, proceeded forthwith to the "Dunois;" and no sooner where they there, than Commander Lévêque sent some French sailors in an armed boat, under the command of Lieutenant Gachina, to seize and take possession of the "Industry," and its cargo; saying to Mr. Hughes and Mr. Pellegrin, in great anger,* "Gentlemen, I have returned to take you; you are my prisoners until the vessel is under sail. That bad vessel! *foutre! un sacré bateau* such as that, to give me so much trouble!"

Mr. Hughes and Mr. Pellegrin remonstrated with Commander Lévêque at his proceedings and language; but he answered, "Ah! I have my instructions; and I think that M. Pujol, who has sent me here to do this, would not have taken upon himself to do so, without having well weighed the Treaty. Either he is right, or your Governor is right, and one of the two is a *gens foutre*."

This was on the 19th of July; and on the 26th, the "Dunois," which had been injured and delayed in its voyage by running on shore, arrived at Goree; the "Industry" under the care of a French prize-master and crew, arriving also there about the same time.

The two supercargoes, Mr. Hughes and Mr. Pellegrin, landed immediately from the "Dunois," on Saturday the 26th of July, and were conducted to the residence of the Commandant, M. Mulavois, where they met Mr. Eunson, the master of the "Industry," who had landed from that vessel upon her arrival, and had also proceeded to the Commandant's, who at once told those parties that he had been instructed by the Governor of Senegal to offer restitution of the vessel in question. But Mr. Eunson threatened to abandon her, and did not again take possession of her until M. Mulavois intimated that the French Government would be responsible for all damages incurred up to that period, and admitted the protest† then made against the conduct that had been pursued towards the master, granting him exemption from all port-charges.

These conditions were acceded to; but, it being then late in the day, the French officer did not give up charge of the "Industry" till Monday, the 28th of July: and on the 29th, she cleared out the custom-house of Goree, for Portendic.

This case, in most of its circumstances, resembles that of the "Governor Temple." The "Industry" having been seized and carried away, as had been the "Governor Temple," on the ground that it was not permitted to trade at Portendic, except under sail, a restriction which the French officer contended, in both instances, was placed upon British commerce at Portendic by the Treaty of 1783. But in some respects the conduct of the French authorities was, if not more illegal, still more extraordinary in this than in the previous seizure.

For, it is after the "Governor Temple" has been released, that the "Industry" is taken; the order to capture the one, in case she persisted in trading at anchor, being given by the same Governor who had just released the other, and given, moreover, in rather peculiar language:—"In case you are not obeyed, fire fore and aft; if that should not succeed, fire near and even in the rigging; and if they are so obstinate as not to heave the anchor, take them by force." And for what purpose, take them? Not only would the "Industry" have been released had she had been brought to

* Vide Attestation of Mr. John Hughes, sworn the 21st of August, 1834. (See page 48, Division III.)

† Vide report of Mr. John Hughes, made at Goree, the 28th of July, 1834. (See page 48, Division III.)

St. Louis, but the Governor of Senegal had actually sent orders to Goree, that she should at once be allowed to depart, if carried there. Was there ever, then, a more wanton and unjustifiable procedure, than to order a vessel to be captured, with every circumstance of violence, for an offence which had just been tacitly declared to be no offence, and which it was known could not be punished as one?

But, in the mean time, the Moors on the coast were frightened by these hostile proceedings; the supremacy of the French flag was asserted and displayed, and a valuable season for trade irrecoverably lost.

The claimant in this case is Mr. Robert Harrison, of London, and the documents referred to, show the amount of indemnification claimed to be as follows:—

	£	s.	d.
Injury sustained in consequence of the "Industry" having been turned away from Portendic, by which she lost the early market in England in the year 1834,—this loss is estimated at the sum of	1,351	0	0
Mr. Hughes, supercargo of the "Industry" at the period when she was turned away, having been detained as a prisoner on board the "Dunois" eight days, claims compensation for that injury, which Mr. Harrison is content to limit to the sum of	75	0	0
Coupled with his claim is a demand made for the demurrage of the ship "Elizabeth," which had been sent from England to St. Mary's in the River Gambia, for the purpose of bringing the gum which the "Industry" was to have brought from Portendic to that place where she was detained, on demurrage, in consequence of the seizure of the "Industry" by the "Dunois." The loss thus sustained by Mr. Harrison, the British merchant, is as follows:—			
For demurrage of the "Elizabeth," Mr. Harrison paid the owners of the "Elizabeth" the sum of	110	0	0
	1,535	0	0
Interest until paid			
£			

The evidence in support of this claim will be found in the documents transmitted to the French Government, and is as follows, viz.:—

Protest of Mr. John Hughes, supercargo of the "Industry," made at the French colony of Goree, the 28th of July, 1834. (See page 48, Division III.)

Deposition of Mr. Hughes; sworn the 21st of August, 1834. (See page 48, Division III.)

Further deposition; sworn the 2nd of October, 1835. (See page 51, Division III.)

Deposition of Mr. James Eunson, the master of the "Industry;" sworn the 22nd of August, 1834. (See page 52, Division III.)

Protest of Mr. Finden, the agent for Mr. Harrison at Gambia; dated the 1st of September, 1834. (See page 54, Division III.)

Declaration of Mr. Harrison, as to his demands being correct and just; dated the 12th of November, 1836. (See page 56, Division III.)

Declaration of John Rendall, Esquire; dated the 6th of April, 1836. (See page 68, Division III.)

Letter from Mr. Nathaniel Isaacs to Governor Rendall; dated the 27th of August, 1835. (See page 69, Division III.)

Declaration of Mr. Nathaniel Isaacs; dated the 8th of December, 1836. (See page 71, Division III.)

Ditto of Sadi Ombark Benbey; dated the same day. (See page 73, Division III.)

The case of the "Matchless," which the Undersigned now have to state, is connected with that of the "Industry."

This vessel sailed from London to Portendic, on the 30th of April, 1834, with an assorted cargo for the African market, and arrived off Portendic, on the 10th of May following, having on board Mr. Nathaniel Isaacs as supercargo. It sailed, however, up and down the coast for two days, without seeing either any inhabitant or appearance of trade. But at length the natives appeared with a considerable quantity of gum, which the supercargo of the "Matchless" engaged to purchase, giving in exchange part of his merchandize, which he landed, and engaging to obtain such articles (rice and corn especially) as were demanded to complete the bargain.

Under these circumstances, Mr. Pinsent, the assistant supercargo, was left at Portendic*, in order to protect that portion of the cargo which was on shore, while Mr. Isaacs proceeded with the vessel to other places along the coast, in order to dispose of the remaining part of the cargo, and to procure in lieu thereof the articles which were requisite to terminate his dealings with the Moors.

Whilst the "Matchless" was thus occupied, Mr. Pinsent, having no accommodation for residence on shore, lived on board the "Industry," and was in that vessel when it was seized and taken by the "Dunois" to Goree. It is almost needless to add that, on his return to Portendic (which he did at the first opportunity after his release), all the goods which had been in his custody, and which his presence would have protected, were irrevocably lost.

The British merchant interested in this case, is Mr. George Clavering Redman, of London, and the demand, as sent to the French Government in the year 1836, was as follows:—

Loss by the obstruction of the trade at Portendic, by the French brig of war "Dunois*:—

	£	s.	d.	£	s.	d.
Value of property left in charge of Mr. Pinsent, of the "Matchless," which was stolen by the Moors, in consequence of that gentleman being made prisoner by the "Dunois."	564	3	4			
Loss of trade goods, in consequence of the forcible detention of Mr. Pinsent	289	3	0			
Loss of profit on those goods, which would otherwise have been realized at the then rate of trading ..	289	3	0			
Interest on the above 7 months, at 5 per cent ..	33	7	0			
Loss of Mr. Pinsent's services whilst prisoner by the "Dunois"	70	0	0			
				1,245	16	4
Loss of Mr. Pinsent's clothes				16	13	6
				1,262	9	10
Interest until paid						
				£		

By a subsequent account delivered by Mr. Redman, and delivered to the French Commissioners, the indemnification claimed by him is as follows:

	£	s.	d.	£	s.	d.
Value of property left in charge of Mr. Pinsent, of the "Matchless," which was left in consequence of that gentleman being made prisoner by the "Dunois," as per affidavits	853	6	4			
Add 75 per cent. as a trade profit, although this vessel was, at the time, trading at above 100 per cent.	639	19	9			
				1,493	6	1
Clothes lost by Mr. Pinsent, as per certificate				16	13	6
				1,509	19	7
Interest until paid						
				£		

The evidence in support of this claim consists of—

Deposition of Mr. John Hughes, the supercargo of the "Industry;" sworn the 21st of August, 1834. (See page 48, Division III.)

Further deposition of Mr. John Hughes; sworn the 2nd of October, 1835. (See page 51, Division III.)

Deposition of Mr. James Eunson, the master of the "Industry;" sworn the 22nd of August, 1834. (See page 52, Division III.)

Affidavit of Henry J. Pinsent; sworn the 24th of September, 1835. (See page 5, Division III.)

Statement of loss sustained by the "Matchless." (See page 5, Division III.)

Certificate as to Mr. Pinsent's clothes; 24th of September, 1835. (See page 6, Division III.)

Certificate of the clearance of the "Matchless" from the custom-house, on the 12th of July, 1834, with 350 bordeaux corn, 15 bales of bafts, and other articles. (See page 23, Division III.)

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* Vide declaration of Mr. Henry Pinsent, dated the 24th of September, 1835. (See page 5, Division III.)

Letter from Mr. Isaacs to the Governor of Senegal, dated the 4th of February, 1835, with an account of the loss sustained, amounting to £1254. 16. 4., sterling. (See page 24, Division III.)

First statement of loss, £1262. 9. 10. (See page 30, Division III.)

Declaration of Mr. Redman as to this demand being correct and just, and as to the truth of the documents in support thereof; dated the 12th of November, 1835. (See page 32, Division III.)

Declaration of John Rendall, Esquire; dated the 6th of April, 1836. (See page 68, Division III.

Letter from Mr. Nathaniel Isaacs to Governor Rendall; dated the 27th of August, 1835. (See page 69, Division III.)

Declaration of Mr. Nathaniel Isaacs; dated the 8th of December, 1836. (See page 71, Division III.)

Declaration of Sadi Ombark Benbey; dated same day. (See page 73, Division III.)

Such are the losses incurred by the "Governor Temple," the "Industry," and the "Matchless," losses which took place previous to any mention or notice of blockade, and which were occasioned solely by the assertion of a right (derived as it was pretended from the Treaty of 1783) to restrict British ships at Portendic to trading under sail, a restriction wholly at variance with the Treaty thus quoted.

As for the charge of trading in arms, it was never made at the time, as a ground for the captures that took place. It was disproved by the papers of the vessels seized; by the oaths of the parties; by that very statement of the British merchants to which the French Commissioners (in proof of the general nature of the trade at Portendic) have alluded; and by the acts of the Governor of Senegal himself, who, if he had ordered certain vessels to be taken, because he believed that they traded in arms, would never have immediately released them, unless he had been fully satisfied that his suspicions were without foundation.

A new case now occurs, that of the "Eliza." This vessel left England with an assorted cargo for the African market, in the month of October, 1834, and arrived at Portendic on the 12th of November following, when there seemed nothing to occasion any interruption to the regular course of trade in gum at Portendic. The Governor of Senegal having, by the restoration of the "Governor Temple" and "Industry," admitted (as it was presumed) that no further attempts ought to be made to interfere with British ships, on the ground that they could only trade under sail.

The supercargo of the "Eliza," therefore, landed the greater part of his goods, which consisted of bafts and the usual commodities to be exchanged with the Moors for gum, and then sent the vessel, with the remainder of the cargo, consisting, amongst other things, of arms, stores, and ammunition, to Gambia and Sierra Leone, where, having disposed of the same, the "Eliza" took on board a quantity of rice and corn, clearing at the custom-house of Sierra Leone on the 10th of January, 1835, and sailing on the evening of that day direct for Portendic; at which place she arrived on the 4th of the following month of February, and anchored in the bay, without the knowledge that any blockade was about to take place there.

Mr. Sayers, the master, and Mr. H. J. Pinsent, the supercargo, then proceeded on shore, where they found a large quantity of gum collected and ready to be shipped in conformity with an agreement entered into with the Moors, in November, 1834, and they consequently brought the vessel within half a mile of the shore, for the purpose of receiving this gum. The port-dues had been paid; every arrangement for the embarkation of the goods in question had been completed, when, on the 14th of the said month of February, at daylight, in the morning, a vessel appeared in the offing, which the master believed to be a merchant-vessel that he was expecting, and he, therefore, proceeded with his supercargo in a boat towards her.

This vessel, however, proved to be the French brig of war "Bordelaise," of eight guns; and the commander having invited the supercargo into his cabin, informed him that he had received orders to blockade Portendic, and that if any British vessel, after receiving notice thereof, did not get under weigh, he was authorized by the Governor of Senegal to use force to compel her so to do.

The master and supercargo of the "Eliza," hereupon left the "Bordelaise," and returned on board their own vessel, when the "Bordelaise" having suc-

ceeded in getting into the bay, ran close in and opened a fire of round and grape shot upon the encampment of the natives, and continued this firing for about an hour. At half-past ten the same morning, the French brig of war "Gazelle," of ten guns, hove in sight, and having joined the "Bordelaise," also opened her fire upon the natives, destroying among other things, the British property then upon the shore, and ready, as has been stated, to be shipped on board the "Eliza."

Furthermore, at eleven o'clock, three boats filled with armed men were lowered from each of the French men-of-war, the larger boats having swivel guns, and from these boats, covered by the guns of the "Bordelaise" and "Gazelle," an incessant fire was kept up until about two o'clock in the afternoon.

At about three o'clock a letter was received by the master of the "Eliza" from the commander of the "Bordelaise," desiring him (in consequence of orders received from the Governor of Senegal) to get under sail within five minutes after midnight, and proceed to sea; and stating that if he were not under sail in a quarter of an hour after midnight the "Gazelle" would be sent to prevent all communication with the shore.

The letter received from the commander of the "Bordelaise" was immediately answered by the master of the "Eliza," who said that his vessel was quite unfit to proceed to sea, by reason of his having discharged a quantity of ballast, in order to get ready to receive his cargo, as will appear by the following extract:—

"I must also inform you that my vessel is now quite unfit to proceed to sea, in consequence of her being a good deal out of trim, and from having also discharged a quantity of ballast, which it was necessary to do in order to get ready to receive cargo which, before your arrival, my supercargo was hourly expecting."

(Signed) "N. R. SAYERS."

At six o'clock in the afternoon of the same day an officer came on board the "Eliza" with another letter, acquainting the master that if he did not depart, the commander of the "Bordelaise" should, at midnight, send an armed force to compel him to do so; and at twenty minutes past midnight, accordingly, an officer, with a party of about fifteen or sixteen armed men, went on board the "Eliza," and told the captain that if his vessel was not got under weigh immediately, he (the officer) should remain on board with his party of armed men, and prevent all communication with the shore.

At daylight on the morning of the 15th of February, this officer proceeded to the "Gazelle," still, however, leaving eight armed men on board the "Eliza;" and at eight A.M., the same officer returned with about thirty men, armed with muskets, bayonets, and cutlasses, and bringing with them their bedding and baggage.

And when the officer came down into the cabin he said, "I am now master of this vessel," and he then declared that he should send all the British seamen out of the "Eliza" on board the "Gazelle;" and ordered the French sailors he had brought with him to weigh the starboard anchor of the "Eliza," and to go aloft to clear away the top-gallant rigging, in order to get up the top-gallant masts to prepare that vessel for sea.

Hereupon Mr. Sayers, the master of the "Eliza," accompanied by his supercargo, went on board the "Gazelle," in order to remonstrate against these proceedings. But the commander of the "Gazelle" said that the commander of the French brig of war "Bordelaise" had given the orders, and that they must be obeyed.

The master and supercargo then repaired to the "Bordelaise," when the commander of that vessel in his turn stated that he was acting in conformity with orders he had received from the Governor of Senegal, which orders he would enforce, and that, although he would then recal the party he had ordered on board the "Eliza," yet, that if the master did not get his vessel under weigh before five minutes after noon, it would be again seized, and in such case carried to Senegal and there confiscated.

The master of the "Eliza" thus seeing that all prospects of his being allowed

to take away his cargo was hopeless, that a great portion of it indeed was already destroyed, and that the French officers and men put on board the "Eliza," had already unmoored her, returned to his vessel and set sail for the nearest British settlement, in order to protest*, without delay, against the treatment he had experienced.

The British Commissioners have stated in their note of the 30th of July last, some of the grounds upon which indemnity is demanded in this case, independently of the question as to the legality of the blockade.

The "Eliza," up to the 14th of February, had been ignorant that a blockade was to be established, she had by that day completed her commercial arrangements, and had only to take on board the goods for which she had paid, and which were lying ready to be embarked, had not the French vessels of war prevented this, by firing on the goods themselves while on the shore; by not allowing the "Eliza" freely to communicate with the shore, even on the 14th, when there was no blockade; and by forcibly carrying away that vessel on the morning of the 15th, in spite of the remonstrances of the master, who only required a few hours to ship his merchandize.

The French Commissioners answer these arguments by saying,—

1st. That it was improbable that the master of the "Eliza" should be ignorant of the blockade, notice of which had been transmitted on the 17th of January, 1835, to the Governors of Gambia and Sierra Leone.

The French Commissioners, however, have only to refer to the dates that have been given, to be convinced that the master's ignorance of the blockade is established beyond controversy, the "Eliza" having left Sierra Leone on the 10th of January direct for Portendic, and not having arrived there until the 4th of February, 1835.

2nd. The French Commissioners proceed to observe, that the master of the "Eliza" appears to have done nothing that could hinder his expulsion in ballast.

But what more could he have done? He stated all the difficulties of his case, that his cargo was ready to be embarked; that his ship was in ballast, and unfit to sail. And it is perfectly clear that, as he could only wish to remain long enough to take his property on board, all his remonstrances were directed, and could only be directed, to that object.

It is, moreover, to be remarked, that this property was, in the first instance, wantonly destroyed, and the Moors unscrupulously fired at, as in the previous case of the "Industry," without the least attempt to ascertain to what tribe they belonged, although the Governor of Senegal himself has declared, that various tribes besides the Trazars do come to the coast to carry on the traffic in gum, as will appear, amongst other evidence†, by the following extract from Baron Roger's letter to the Marquis de Gabriac:—"Some caravans belonging to other Moorish nations (besides the Trazars), also bring gum to the port of Portendic it is true, as also to our ports on the river."

3rd. The French Commissioners state that the vessel was laden with munitions of war, and that the French Government could not be expected to pay for the powder furnished against her.

To this the Undersigned have to say, that they are instructed most fully to deny the statement that any part of the goods landed at Portendic did consist in munitions of war, the articles alluded to having all been delivered at Sierra Leone, as stated in the narrative which the Undersigned have given of the "Eliza's" voyage and proceedings.

The British Commissioners further observe, that the mere supposition that a vessel has arms on board is no reason for interfering with her trade, unless proof of the fact be established.

Thus even the three points taken up by the French Commissioners, are

* Vide protest of Mr. N. R. Sayers, the master of the "Eliza;" Mr. H. Pinsent, the supercargo; and Mr. W. Ford, the mate; sworn the 18th of February, 1835. (See page 6, Division III.)

† Vide letter from Mr. Nathaniel Isaacs to Governor Rendall; dated the 19th of February, 1835. (See page 9, Division III.)

Ditto ditto; dated the 27th of August, 1835. (See page 68, Division III.)

Declaration of John Rendall, Esquire; dated the 6th of April, 1836. (See page 69, Division III.)

Attestation of Mr. Nathaniel Isaacs; sworn the 8th of December, 1836. (See page 71, Division III.)

fully answered, and their assumptions (the Undersigned cannot but assert) completely disproved.

The British merchant claiming indemnification in this case is Mr. George Clavering Redman, and it appears by the documents delivered to the French Government in the year 1836, that the amount of his demand was the same as that now claimed, and is as follows, viz.:

			£ s. d.
Estimated value of gum procurable in exchange for that part of the cargo exclusively adapted to the Portendic trade at the rate really contracted for, viz., 85 lbs. gum per piece baft, and other articles at the same ratio.			
	tons. cwt. qrs. lbs.		
	130 7 3 14		
Less probable extent of presents to the chiefs of trading tribes, say 10 per cent.	13 0 3 4		
	117 7 0 10		
Which net quantity of gum, at the minimum price of £82 10, amounts to			9,681 15 7
Deduct insurances and freight to England, home duty and sale expenses, at £11 per ton			1,290 18 0
	Contra.		8,390 17 7
	£ s. d.		
Amount of general invoices of cargo shipped per "Eliza"	6,691 19 11		
Less invoice cost and charges on such goods as have been by great exertion transferred to other markets, and sold at comparatively small loss	4,208 12 11		
	2,453 7 0		
Freight of ditto from England, and insurance on ditto	194 1 6		
			2,647 8 6
			5,743 9 1
Interest thereon until paid			
			£

The evidence in support of this claim is as follows :—

Attestation of Mr. Neville Reid Savers, the master of the "Eliza," H. J. Pinsent, and W. Ford, the mate; sworn the 18th of February, 1835. (See page 6, Division III.)

Letter from Nathaniel Isaacs to Governor Rendall, the Governor of Bathurst; dated Bathurst, the 19th of February, 1835. (See page 9, Division III.)

Account of the bafts, &c., forming part of the "Eliza's" cargo, with an account of the gum the same would have produced, amounting to £9,866 19 1. (See page 12, Division III.)

Attestation of Mr. H. J. Pinsent, that the above is rather under what would have been obtained; sworn the 24th of September, 1835. (See page 13, Division III.)

Further attestation of Mr. H. J. Pinsent, sworn the 24th of September, 1835, as to demurrage, &c., amounting to £4,210. (See page 13, Division III.)

Attestation of Nathaniel Isaacs; sworn the 7th of September, 1835. (See page 14, Division III.)

Summary of invoices in which that in the "Eliza" is included. (See page 28, Division III.)

First statement of loss, £5,743 9 1. (See page 30, Division III.)

Declaration of Mr. Redman as to the demand being true and just; dated 12th of November, 1836. (See page 32, Division III.)

Declaration of John Rendall, Esquire; dated the 6th of April, 1836. (See page 68, Division III.)

Letter from Mr. Nathaniel Isaacs to Governor Rendall; dated the 27th of August, 1835. (See page 69, Division III.)

Declaration of Mr. Nathaniel Isaacs; dated the 8th of December, 1836. (See p. 71, Division III.)

Declaration of Sadi Ombark Benbey; dated same day. (See page 73, Division III.)

The next cases refer to losses occasioned by the establishment of the blockade which (as has been just seen in the case of the "Eliza") was commenced on the 15th of February, 1835.

The ship "Meta," the property of Mr. George Clavering Redman, sailed

from London on the 13th of November, 1834, her voyage being chiefly for the purpose of conveying certain Moors from Portendic to Mecca, according to an agreement which had been made by Mr. Isaacs, Mr. Redman's agent, in the previous month of August.

This vessel, the "Meta," arrived at Portendic on the 14th of December, and then proceeded to Goree and the Gambia, where Mr. Isaacs, who was on board of her, contracted for 400 bordeaux of corn, and for the hire of the schooner "Chance," to proceed with such corn to Portendic, this being part of the arrangement above alluded to.

There were still, however, other purchases to make, in order to complete Mr. Isaacs' preparations: and therefore, having settled for the corn and the ship "Chance" at Gambia, he sailed on the 6th of January, 1835, for Sierra Leone, where he arrived on the 13th, and procured sixty-four tons of rice. He then returned to the Gambia*, arriving there on the 4th of February, for the purpose of seeing that the "Chance" was ready for her voyage, and also with the view of taking part of the cargo of corn, for which he had stowage on board his own vessel the "Meta."

All the preparations being thus made, and all the expenses thus incurred for the intended conveyance of the Moors to Mecca, Mr. Isaacs now learned that a blockade was to be established at Portendic, and, consequently, that the advantageous arrangement he had made could not be carried into execution.

The Governor of the Gambia (Mr. Rendall), however, had sent Her Majesty's brigantine "Griffon," to remonstrate with the French authorities at Senegal, against the intended proceedings: and therefore Mr. Isaacs retained the "Meta" at Gambia, until the "Griffon's" return (the 13th of March); and it then appearing that the blockade was to be strictly enforced, he had only to consider how he could dispose of the goods thus thrown upon his hands, so as to cause the least loss to his employers; consequently, he quitted the Gambia on the 21st of March, and, after some difficulty, succeeded in selling his cargo (but not until the 20th of May, and then only by sustaining a considerable loss) at the Cape de Verde Islands, taking in exchange a cargo of salt.

The losses in this case are of two kinds:—

1st. The loss of the gum which the Moors had contracted to give for their conveyance to Mecca.

2ndly. The loss of the cargo which had been brought from England for the general purpose of barter.

For the loss of the gum, according to the contract, Mr. Redman demands 16,040*l.* 3*s.* 7*d.* In the account delivered to the French Government in 1836, this claim was so blended with the claims for other vessels, that it was impossible to distinguish its separate amount; but in the subsequent account delivered to the French Commissioners, that amount is stated to be as follows:—

November, 1834.—Loss occasioned in the case of the brig "Meta," being purchased and sent out for the express purpose of taking fifty Moorish priests, as passengers, by way of the Mediterranean, to Mecca, on a pilgrimage, Nathaniel Isaacs having engaged to accompany them as interpreter, as per contract, in which the Moors were to find provisions, with the exception of rice and water, say twenty-five casks, containing 400 lbs. each cask for each Moor, equal to 500,000 lbs. of gum, or

Tons.	cwt.	qr.	lbs.				£	*s.*	*d.*
223	4	1	4	at £82	10	per ton	18,415	3	7

Deduct the amount of freight sending the gum	£	*s.*	*d.*	£	*s.*	*d.*
to England	440	0	0			
Dock charge	110	0	0			
Insurance	202	10	0			
Ditto	562	10	0			
For water and rice	100	0	0			
Twelve months, at £80 per month	960	0	0			
				2,375	0	0
				16,040	3	7
Interest until paid						
				£		

* Vide Letter from Mr. Nathaniel Isaacs to Governor Rendall, dated the 19th of February, 1835. (Page 9, Division III.)

The evidence in support of this claim consists of—

Affidavit of Mr. Nathaniel Isaacs, of Bathurst, St. Mary's, in the River Gambia, merchant; sworn the 7th of September, 1835. (See page 14, Division III.)

Literal translation of the agreement between Nathaniel Isaacs, the agent of Mr. Redman, and the Moors at Portendic; dated the 23rd of August, 1834. (See page 18, Division III.)

Affidavit of John Messervy, of St. Mary's, Gambia, merchant; sworn the 24th of September, 1835. (See page 19, Division III.)

Further affidavit as to the depreciation of value of the bafts, &c.; sworn the same day. (See page 19, Division III.)

Affidavit of Richard James Butcher, the master of the "Meta;" sworn the 8th of September, 1835. (See page 21, Division III)

Monthly wages of the ship "Meta," on the voyage from Portendic to Mecca, £296. (See page 26, Division III.)

Declaration of George Clavering Redman, as to his demand being correct and just, and as to the truth of the documents in support thereof; dated the 12th of November, 1836. (See page 32, Division III.)

Declaration of John Rendall, Esquire; dated the 6th of April, 1836. (See page 68, Division III.)

Letter from Mr. Nathaniel Isaacs to Governor Rendall; dated the 27th of August, 1835. (See page 69, Division III.)

Declaration of Mr. N. Isaacs; dated the 8th of December, 1836. (See page 71, Division III.)

Declaration of Sadi Ombark Benbey; dated the same day. (See page 73, Division III.)

The claim for the cargo of the "Meta," brought from England, for the general purposes of trade, is connected with the claim for the cargoes laden on board the three following vessels:—

Marmion,
Matchless (2nd voyage),
Prince Oscar;

and the Undersigned will now proceed to state the circumstances connected with these vessels.

The "Marmion" was also purchased by Mr. Redman, and sailed from London with a valuable cargo, soon after the "Meta," and arrived at the Gambia on the 16th of January, 1835.

The master of this vessel there learned of the intended blockade, and was compelled to adopt the same course that had been pursued with respect to the "Meta," and to dispose of the goods in his possession, which he did, by carrying the same to the Mediterranean, where, as they had been selected strictly for the Portendic trade, they were sold at very great loss.

The ship "Matchless" (second voyage), also the property of Mr. Redman, was of the burden of 176 tons. She left London on the 2nd of March, 1835, and proceeded direct for Portendic, with a valuable cargo for that market. But upon her arrival off the Bay of Portendic, on the 6th of the following month of April, and whilst standing into the anchorage, she was met by a boat with an officer and six men dressed in the French uniform, wearing side arms, and belonging to the French brig of war "La Bordelaise," then lying about four miles off the shore.

This boat boarded the "Matchless," and immediately the French officer reached the deck, he addressed the master in English, and said, "What business have you on the coast?" The master replied, "That he was bound to Portendic, and that he expected there was an English gentleman on shore at Portendic waiting his arrival." The officer said, "There was no one at Portendic, and that if he attempted to go inside the French brig of war 'Bordelaise,' her commander, Captain Condé, would send an officer with a guard to take charge of his vessel, and would detain her alongside the 'Bordelaise,' until another French brig of war arrived, which would then carry her off to Fort St. Louis in the River Senegal."

The master of the "Matchless" again assured the French officer that he was direct from London, with orders to land his cargo at Portendic, and afterwards to proceed to the River Gambia, and that he considered it to be his imperative duty to carry into effect the object of his voyage; when the French officer hastily replied, "That the 'Matchless' must quit the coast immediately, or that he should send for an officer and guard to take charge of her."

The master then proceeded on board the French brig of war "Bordelaise," and was introduced to the commander on the quarter-deck, to whom he made the same statement that he had already given to his officer, saying, "That he was bound from London, to Portendic, with a cargo shipped expressly for that market, and that he consequently required to anchor the 'Matchless' in the bay." But the commander of the "Bordelaise" told him, "That if he attempted to take the 'Matchless' between the 'Bordelaise' and the shore, or if he did not take the 'Matchless' off the coast immediately, he would order an officer to proceed on board and take possession of her."

The master of the "Matchess" then demanded what would be the result, if he persisted in coming to an anchor? The commander replied, "That he would not permit him to do so, neither would he allow him to have any communication with the shore; and unless he gave his promise to go off the coast immediately, he would detain his vessel alongside the 'Bordelaise' until another French man-of-war arrived, when he would send her to St. Louis in the River Senegal."

Mr. Sutton, the master of "Matchless," having therefore no alternative, returned on board the "Matchless," and made all sail for the nearest British port, and arrived at the Gambia on the 10th of April, whence, on the 19th, he was sent with his vessel to the West Indies, in the hope of disposing of the rice which the "Meta" had brought from Sierra Leone.

The "Prince Oscar" (also the property of Mr. Redman) was laden with a valuable cargo, expressly for the Portendic trade, similar in all respects to that of the "Matchless," and sailed from London at the same time, proceeding likewise to Portendic, where, having made the coast of Africa on the 7th of April, 1835, it was expected she would arrive in a few hours. But at eight o'clock the next morning (the 8th of April), upon the vessel getting under weigh, a French brig of war was observed, the boats from which soon afterwards ordered the "Prince Oscar" off the coast, stating the same to be under strict blockade. The "Prince Oscar" accordingly proceeded forthwith to the Gambia, and arrived there upon the 10th of April, when she was sent to Sierra Leone, and ultimately returned to London upon the 15th of October, 1835.

The great loss sustained in all these cases arose from the circumstances set forth in the case of the "Marmion," viz., that the cargo of the vessels in question consisted mainly of bafts, and such articles as could only advantageously suit the Portendic market, to which is to be added, the deterioration which the goods necessarily underwent from being kept such a length of time on board.

In the account delivered to the French Commissioners, the demands of Mr. Redman, in these four cases, are as follow:—

Cost price of goods, without shipping or any other charges whatever, sent out by the undermentioned ships, viz:—

	£	s.	d.	£	s.	d.
Meta	4,586	8	6			
Marmion	590	9	10			
Matchless	3,631	11	7			
Prince Oscar	1,184	0	2			
	9,992	10	1			
Charge for freight, insurance, cartage, lighterage, wharfages, custom-house duties, and charges ...	1,876	0	0			
	11,868	10	1			
Add 75 per cent.	8,901	7	6			
	20,769	17	7			
The only estimated net proceeds received in this country after losses arising from destruction of goods during the rainy season, the nature of part of investments being in perishable commodities, as corn, rice, &c.; and from the death of those who had the management	2,370	13	9			
Carried over				18,399	3	10

	£	s.	d.
Brought forward ...	18,399	3	10
Law, notarial, and other expenses	500	0	0
	18,899	3	10
Interest until paid			
£			

The evidence in support of the losses sustained by Mr. Redman, relative to the "Meta," "Marmion," "Matchless" (second voyage), and "Prince Oscar," is as follows:—

Affidavit of Nathaniel Isaacs of Bathurst, St. Mary's, in the River Gambia, merchant; sworn the 7th of September, 1835. (See page 14, Division III.)

Protest of E. W. Pidgeon, the master of the "Prince Oscar;" dated the 15th of October, 1835. (See page 16, Division III.)

Declaration of Robert Lucas, the mate, and George Clarke, also belonging to the "Prince Oscar;" dated the 20th of November, 1835. (See page 18, Division III.)

Protest of Thomas Halk Sutton, the master of the "Matchless;" sworn the 10th of April, 1835. (See page 20, Division III.)

Affidavit of Thomas Arnott, the chief mate of the "Matchless;" sworn the said 10th of April. (See page 20, Division III.)

Affidavit of Edward Coates, the second mate; sworn the same day. (See page 21, Division III.)

Affidavit of Richard James Butcher, the master of the "Meta;" sworn the 8th of September, 1835. (See page 21, Division III.)

Clearance of the "Meta" from Port Bathurst; dated the 27th of August, 1835. (See page 21, Division III.)

Monthly expenditure of provisions on board the "Meta;" sworn the 8th of September, 1835. (See page 22, Division III.)

Certificate of the Collector of Customs at Bathurst of the cargoes of the "Meta" and "Matchless;" dated the 27th of August, 1835. (See page 22, Division III.)

Further ditto; the same day. (See page 23, Division III.)

Account of sales of the rice; dated Antigua, the 6th of June, 1835. (See page 23, Division III.)

Protest of Nathaniel Isaacs; dated the 18th February, 1835. (See page 24, Division III.)

Letter from Mr. Isaacs to G. C. Redman, Esquire; dated the 4th of February, 1835; wherein it is stated that a considerable sacrifice must be the consequence of the blockade, the goods not being suitable to any other market. (See page 24, Division III.)

Affidavit of Mr. Isaacs, as to 112 lbs. of gum being delivered for a piece of baft, or cask of rice, and corn; sworn the 31st of August, 1835. (See page 25, Division III.)

Affidavit of J. F. Pellegrin, of Bathurst, merchant; sworn the 18th of August, 1835. (See page 25, Division III.)

Two certificates of merchants at St. Mary's, Gambia, as to Mr. Isaacs having purchased 100 bordeaux of corn; dated the 29th of August, 1835. (See page 26, Division III.)

Affidavit of T. H. Sutton, as to the "Matchless" having in April, 1834, procured for 10 bales or 600 pieces of bafts, 60 tons of gum; and in June, 1834, he obtained for 35 bales or 2,800 pieces of bafts, and 400 bordeaux of corn, 130 tons of gum. (See page 27, Division III.)

Affidavit of T. Messervy as to depreciation of the property; sworn the 24th of September, 1835. (See page 27, Division III.)

Summary of invoices of "Eliza," "Matchless," and "Meta," amounting to 17,300*l.* 15*s.* 2*d.* (See page 28, Division III.)

First statement of loss:—

	£	s.	d.
On Goods	42,061	12	6
Freight, &c.	1,836	0	0
Supercargo	450	0	0
Sundry Expenses ...	127	19	11
	£44,475	12	5

Exclusive of Interest. (See page 32, Division III.)

Certificate of Mess. Johnson & Renny, as to the market price of gum in London; being

From 4th September to 1st November, 1834, from 82*s.* 6*d.* to 90*s.* per cwt. duty paid, and 80*s.* in bond.

From 31st July to end of 1835, 90*s.* to 100*s.* duty paid, and 90*s.* per cwt. in bond. (See page 32, Division III.)

Declaration of Mr. G. C. Redman, as to his demands being just and correct, and as to the truth of the documents in support thereof; dated the 12th of November, 1836. (See page 32, Division III.)

Declaration of John Rendall, Esquire; dated the 6th of April, 1836. (See page 68, Division III.)

Letter from Mr. Nathaniel Isaacs to Governor Rendall; dated the 27th of August, 1835. (See page 99, Division III.)

Declaration of N. Isaacs; dated the 8th of December, 1836. (See page 71, Division III.)

Declaration of Sadi Ombark Benbey; dated same day. (See page 73, Division III.)

These claims conclude those of Mr. Redman, which were before the French Government at the time that this Commission was appointed.

But there is also a further claim of considerable amount, made by Messrs. Forster and Smith, the owners of the "Governor Temple," for losses sustained in the year 1835.

Messrs. Forster and Smith, who had been for many years prior to 1834, engaged in the trade with Africa, and who possessed an establishment on the River Gambia, where they had agents constantly employed, shipped between October, 1834, and February, 1835, according to the recommendation of these agents, 11,892 pieces of baft for the Portendic trade, in two vessels named the "Gambia" and "Columbine." The former arrived at Bathurst on the 12th, and the latter on the 14th of February, 1835, soon after the notification had been given of the blockade, and indeed the latter vessel just the day before it was actually enforced.

At this place (Bathurst) Messrs. Forster and Smith had also contracted, as part of their speculation, for 500 bordeaux of corn, it being always customary and advantageous to take corn, and other articles of that kind, for barter, as well as bafts.

The notice of the blockade, in the first instance, and the fact of the same having taken place, as subsequently made known by the return of the "Eliza," at the Gambia, determined Mr. Forster, the agent of Messrs. Forster and Smith, not to send to Portendic the goods he had intended for that market, and consequently they remained on hand, and were much damaged; the corn, in particular, by lying in store during the rainy season, and being subject, amongst other injuries, to the attacks of the weevil.

The indemnification for these losses claimed by Messrs. Forster and Smith, in the documents delivered to the French Government in the year 1836, amounted to the sum of 20,922*l.* 5*s.* 2*d.* sterling, exclusive of interest; but this sum was reduced during the last year to 12,974*l.* 19*s.* 7*d.*, as per account subsequently delivered to the French Commissioners, as follows, viz.:—

	£ s. d.	£ s. d.
11,892 pieces of bafts shipped to the Gambia Coast	7,522 5 6	
Freight and insurances to Africa, landing charges, and other expenses, 5 per cent. .	376 2 3	
Sugar, corn, molasses, and sundries, prepared in store at the Gambia, to assist the above bafts in the proportion usual to the trade, as per copy of invoice of a voyage performed: viz., if £1,085 : 511 :: 7,898 will give .	3,720 0 0	
	11,618 7 9	
Profit thereon, 75 per cent. . . .	8,713 15 10	
	20,332 3 7	
Cr.		
By 11,892 pieces of bafts in store at this date, imported for the gum trade, valued at 8*s.* 8*d.* each . £5,153 4		
Allowed for other goods, £3,720, at a depreciation of 30 per cent. . 2,604 0		
	7,757 4 0	
		12,574 19 7
To our proportion of expenses in prosecuting these claims, such expenses being composed of the very frequent employment of counsel during a period of five years, and many other disbursements, including a journey to Paris for the purpose of conferring with the Consultative Committee, copying of numerous documents, &c., &c. . . .		400 0 0
		12,974 19 7
Interest until paid . .		
		£

The evidence in support of this claim consists of—

Attestation of John Francis Pellegrin, of Bathurst, merchant, that he has traded for the last ten years at Portendic, and that 85lbs. of gum was the quantity received for each piece of baft during the last year's trade; sworn the 29th of June 1825. (See page 41, Division III.)

Attestation of Richard Lloyd, auctioneer, as to the great deterioration in the value of the bafts; dated the 7th July 1835. (See page 41, Division III.)

Protest and attestation of William Forster; dated the 8th of July 1835. (See page 42, Division III.)

Accounts showing loss sustained, with attestation of William Forster in verification thereof; dated the 7th of July, 1835. (See page 43, Division III.)

Certificate of Messrs. Johnson and Renney as to the market price of gum in London, eing, 4th of September to 1st of November 1834, from 82*s.* 6*d.* to 90*s.* per cwt.

Duty paid, and 80*s.* in bond.
From 31st of July to the end of 1835, 90*s.* to 100*s.*
Duty paid, 90*s.* per cwt. in bond. (See page 44, Division III.)

Statement of loss, amounting, exclusive of interest, to £20,922 5*s.* 2*d.* demanded in 1836. (See page 45, Division III.)

Declaration of Matthew Forster as to his demand being correct and just, and as to the truth of the documents in support thereof; dated the 12th day of Nouember 1836. (See page 45, Division III.)

The next claim is that of Mr. Harrison, also of London, merchant.

Mr. Harrison had an establishment in the Gambia in the years 1834 and 1835, and previous to this period, had been engaged in considerable mercantile transactions on the coast of Africa, and at Portendic in particular; and in consequence of letters which he received in London, from his agent at Bathurst, dated in November, 1834,—purchased early in the year 1835, a schooner, and some corn specially for the Portendic trade, and determined out of a large capital which he had at the Gambia, to appropriate the sum of 12,000*l.* to the gum trade with the Moors at Portendic, a determination that he was only prevented from carrying out by the blockade of that place.

It certainly does appear that Mr. Harrison had regularly been an importer of gum to a large amount, every year, since 1831; that he participated in the gum trade at Portendic as soon as it was opened in 1834; that at the end of that year he purchased the schooner, of which mention has been made, for the express purpose of continuing this trade; and that his operations for that year would have been on the scale of 9000 pieces of bafts.

The amount claimed by Mr. Harrison in the documents delivered in the year 1836 to the French Government, amounted to the sum of £12,750, exclusive of interest, but this sum was reduced during the last year to £9,450, exclusive of interest, as per account subsequently delivered to the French Commissioners; the particulars of which are as follows: viz.:—

	£	*s.*	*d.*			
Capital ready to be embarked in the gum trade in 1835, and prevented from being applied at Portendic, by reason of the blockade, £12,000						
Mercantile profit estimated thereon . .	9,000	0	0			
Loss by corn	150	0	0			
Loss by schooner "Chance," bought specially for the Portendic trade . . .	300	0	0			
				9,450	0	0
My proportion of expenses incurred in prosecuting the claims				350	0	0
				9,800	0	0
Interest until paid . .						
				£		

The evidence in support of this claim consists of

Extracts of letters from Mr. J. J. S. Finden to Mr. Harrison. (See page 54, Division III.)

Certificate of Messrs. Johnson and Renney as to the market price of gum in London, from the 31st July to the end of the year 1835. (See page 55, Division III.)

Statement of loss, demanded in 1836, amounting, exclusive of interest, to £12,750. (See page 56, Division III.)

Declaration of Mr. Harrison as to his having an establishment at St. Mary's ever since 1831, and that the same was conducted by Mr. J. J. S. Finden, that he participated in the gum trade at Portendic as soon as it was opened, and he intended to carry on the same in 1835; dated the 12th of November, 1836. (See page 56, Division III.)

Further declaration of Mr. Harrison as to his demands being correct and just, and as to the truth of the documents in support thereof; dated the 12th of November, 1836. (See page 56, Division III.)

Here close the cases delivered in to the French Government in 1836, and up to the period at which the Joint Commission was opened in 1840. But the Undersigned have now further to observe that, since the termination of the conferences last year, a new claim has been furnished to them (a copy whereof has been given to the French Commissioners), and which, exclusive of interest, amounts to 6,500*l.* 4*s.* 9*d.*, and comprises a loss sustained by a joint adventure, in which each of the merchants already mentioned as claimants, were interested in the following proportions: viz.:—

Mr. Redman -	2-5ths.
Messrs. Forster and Smith	2-5ths.
Mr. Harrison -	1-5th.

This joint speculation consisted of a quantity of goods, principally bafts, sent from London for the Portendic market, in two vessels, in the summer of 1835; one of them, the brig "Columbine," of 145 tons burthen, and which, as per invoice, dated London, the 18th of July, 1835, amounted to 1,701*l.* 11*s.* sterling; the other, the "Marmion," in which were some goods shipped at the Gambia, also for Portendic, as per invoice, amounting to 2,188*l.* 11*s.* 9*d.* sterling.

The "Columbine" (second voyage) arrived off Portendic on the 8th of August, and whilst lying at anchor there, was boarded by the French brig of war "Badine," and ordered to leave the coast, with which order the master immediately complied. But on the 10th of August this vessel was again boarded by a boat from the same French vessel of war, and forcibly taken possession of, and carried to Senegal, where she was detained until the season was too far advanced to carry on the trade.

The other goods were also shipped, in the month of July, 1835, on board the ship "Marmion" (second voyage), which vessel was prevented in the same manner as the "Columbine," from executing the intention with which she had been sent out.

The indemnity claimed for the loss of this joint adventure, is 6,500*l.* 4*s.* 9*d.*, divisible in the manner before mentioned; and it will appear by the account delivered to the French Commissioners, that the particulars of the claim are as follows:—

	£	*s.*	*d.*
Invoice of goods shipped in the "Columbine" - -	1,701	11	0
Ditto ditto „ "Marmion." - -	2,188	11	9
Ditto for corn, &c., sent from St. Mary's to Portendic -	790	0	0
	4,680	2	9
75 per cent. profit thereon - -	3,510	2	0
	8,190	4	9
Less.			
The net proceeds of the goods disposed of at Gambia after the failure of the attempt to renew the gum trade -	1,690	0	0
	6,500	4	9
Interest until paid - - -			
	£		

The evidence in support of this claim, consists of a declaration * of Wallis Pilcher, master of the "Columbine," dated at Gambia, the 13th of October,

* Vide copy of this declaration, Inclosure 4 in No. 12, Division V.

1835, and the documents annexed to the letter from the claimants to Her Britannic Majesty's Secretary of State for Foreign Affairs, dated the 17th of July, 1840.

The British Commissioners have now submitted the whole of the various claims anew to the consideration of the French Commissioners, stating their amount in each case, and referring to the evidence in support thereof.

1st. In the case of those vessels, the "Governor Temple" and the "Industry," (including all the parties connected with the seizure of the same) which were carried off from Portendic, and prevented from trading there, previously to any blockade being established.

2ndly. In the case of that vessel, the "Eliza," prevented from freely approaching the shore and taking on board her cargo, the day prior to the blockade, and turned away the morning of the establishment of the blockade, without being allowed to ship the goods, for which her master had paid, and which, if he had been peaceably allowed a few hours for that purpose, he might have accomplished.

3rdly. In the case of those various claimants (latterly named) who suffered in consequence of the blockade itself—a blockade which the Undersigned contend to have been irregularly and illegally established.

The following is the document by which this blockade was announced:

Déclaration du Blocus de Portendic, Sénégal et Dépendances, No. 8.

NOUS, Gouverneur du Sénégal et dépendances.

L'état d'hostilités qui depuis 18 mois existe entre le Sénégal et la Tribu des Maures Trarzas fesant aux agens Français dans cette possession une loi de prendre tous les moyens qu'il est de son intérêt et de leur droit d'employer pour y mettre un terme:—

Considérant qu'abandonnés à leurs propres ressources les Maures Trarzas seront promptement réduits à cesser une guerre qui est pour eux une cause de ruine et de misère en même tems que d'un dommage notable pour le commerce du Sénégal:—

Attendu qu'il est prouvé à tous que les opérations de commerce reprises par des sujets de Sa Majesté Britannique dans la Baie de Portendic, dans le courant de l'année 1834, ont eu pour effet de procurer aux ennemis du Sénégal en échange de leurs produits, des objets (quelle que soit leur nature) dont la privation prolongée devait les conduire à soliciter la paix aux conditions justes et raisonnables qu'il nous aurait convenu de leur imposer:—

Vu l'Article IX du Traité de 1783, portant que l'Angleterre cède en toute propriété et guarantit à la France la Rivière du Sénégal et ses dépendances, avec les Forts de St. Louis, Podor, Galam, Arguin et Portendic:—

Attendu que s'il résulte des dispositions amicales et conciliatrices de l'Article XI de ce même Traité, que les commerçans Anglais auront la liberté de faire la traite de la gomme depuis la Rivière St. Jean jusqu'à la Baie de Portendic sans y former d'établissement permanent, cette liberté ainsi restreinte ne peut détruire pour la France le droit ni d'interdire à tous pavillons par des déclarations régulières l'entrée des ports de la nation ennemie, ni *à fortiori* d'user de ce droit quand il s'agit d'empêcher sur ses propres possessions, toutes communications avec ses ennemis, ni en un mot de faire usage des moyens usités chez toutes les nations de faire respecter son nom, en protégeant les intérêts de son commerce:—

Considérant d'ailleurs que, dans les circonstances où se trouve le Gouvernement du Sénégal, la question commerciale s'efface devant la question politique, de laquelle ressort un droit supérieur à toutes les concesssions faites par les Traités de Paix, le droit du Blocus:—

Attendu, qu'en recourant à ce légitime et régulier moyen de nuire à ses ennemis du Désert, le Gouvernement du Sénégal n'a en vue qu'une cessation plus prochaine d'hostilités préjudiciables au bien-être et à la tranquillité de la colonie, et non de contester, restreindre ou détruire la liberté réservée par le Traité de 1783 au commerce Anglais à Portendic

dans les tems ordinaires, qui demeure un droit, mais dont l'usage seulement est suspendu par des circonstances impérieuses et passagères :—

A ces causes, et vu la dépêche de son Excellence le Ministre de la Marine et des Colonies du 12 Xbre, 1834, No. 189, basée sur des communications entre les Cabinets de France et de la Grande Bretagne, déclarons ce qui suit :—

ARTICLE I.

L'espace de la côte de Barbarie, à partir de la Rivière St. Jean jusques et y compris la Baie de Portendic, est mis en état de blocus à compter du 15 Février prochain jusqu'à notification contraire, ce qui aura lieu dans les deux mois qui suivront la ratification du Traité de Paix à intervenir entre le Gouvernement du Sénégal et la Tribu des Maures Trarzas.

ARTICLE II.

Pendant la durée du blocus, nul bâtiment étranger ni Français ne pourra vendre ni acheter à Portendic; et sera considéré comme ayant manqué au droit des nations tout navire, sous quelque pavillon que ce soit, qui, après les publications et notification des présentes serait reconnu avoir fait ou tenté de faire des opérations de commerce, ou jeté sur la côte des armes, munitions, ou objets quelconques pouvant profiter aux ennemis du Sénégal.

ARTICLE III.

Les bâtimens étrangers qui auraient cherché à forcer le blocus, seront, s'ils sont Anglais, conduits à la disposition de M. le Gouverneur de Ste. Marie pour être statué à leur égard suivant sa justice; s'ils appartiennent à d'autres nations, ils seront mis sous le séquestre, attendu les distances, et traités comme tels. Il serait de même des bâtimens Anglais en cas de récidive.

ARTICLE IV.

L'exécution des dispositions qui précèdent sera confié aux bâtimens de la station Française d'Afrique, qui recevront de nous à cet égard les instructions nécessaires.

ARTICLE V.

La présente déclaration sera adressée aux autorités Anglaises sur la côte d'Afrique avec les explications que nous jugerons utile d'y joindre pour en justifier la nécessité et la convenance.

Fait à St. Louis, le 17 Janvier, 1835.

(Signé) N. PUJOL.

[For translation, see page 314.]

Upon this document the Undersigned consider it necessary to make some observations.

1st. The document states that all trade is to be stopped with the Trazar Moors at Portendic; but no explanation is afforded of the connection of the Trazar Moors with Portendic.

2ndly. It asserts that the French have this right, because Portendic is theirs by the Treaty of 1783, but it omits to state that the same Treaty gives the English that very right of trade from which this intended measure is to exclude them.

3rdly. It observes, that it is not on account of the Treaty of 1783, "which gives Portendic to France," but in spite of that Treaty, and by the right of blockade, which is stronger than any treaty, that the French are justified in closing this port, as the port of an enemy.* Thus far then, the two reasons assigned for preventing the English carrying on their accustomed trade to Portendic are, evidently contradictory; for, on the one hand, France assumes this privilege on account of her alleged sovereignty; on the other, she claims it on account of her belligerent rights, and as if Portendic were in the actual possession of a nation with which she was at war.

4thly. The Governor of Senegal declares, that the proceedings he is taking are founded on communications between the two Governments of France and England; this is the very reverse of the fact, and it has been one of the principal grounds of complaint, that no communication was ever made to England of any intention to adopt such proceedings.

5thly. The blockade in question purports to last two months after peace, which is a proceeding unheard of in any blockade, and contrary to all principles admitted by the Law of Nations.

6thly. English vessels are to be treated under it, differently to other vessels, which, also, is contrary to that political right founded on general and international law, which M. Pujol had just been invoking, since all belligerent blockades are equally directed against all neutral nations, and no distinction can be made in favour of one or against another,

The Governor of Gambia (Mr. Rendall) answers this singular document in a letter dated the 24th of January†, 1835, equally remarkable for its ability and its conciliatory spirit. For, first denying the right of the French to blockade Portendic, even if the Trazars were the people inhabiting that coast, and that their trade could thus be stopped; he next very truly points out, that a variety of other tribes, besides the Trazars, come down to Portendic, and that, even were the trade at that place stopped, the commerce of the Trazars would still continue, through the Bracknas at St. Louis; France, thereby, carrying on, as a belligerent, that very commerce which the blockade interdicted to neutrals; a proceeding at total variance with every principle upon which a blockade can be maintained.

Mr. Rendall then makes, what must be considered, the most fair, friendly, and straightforward proposition, for he says, "If your only object is really to stop all trade with the Trazars, and not merely the trade of the English, do you but lay an embargo on all intercourse with the Moors at Senegal, and I will recommend the British Government to pursue the same course at Portendic."

It is, moreover, worth while to recite the concluding passage of this gentleman's letter: "I must also observe, that much longer notice than that which your Excellency has fixed would be required, as at this moment all the preparations for the Portendic gum trade of this season are made, and several vessels have already reached the coast, while others are on their way out; the goods not being suitable for other markets, would occasion an enormous loss, should this precaution not be taken."

The Governor of Senegal, however, neither consents to the proposal, which, if cutting off all trade with the Moors were his sole object, it might be supposed that he would have acceded to, nor does he allow any further delay in the notification of the blockade, in consequence of the preparations for trade which had been made by British merchants; but at once proceeds, without stopping the French commerce with the Moors, to stop that of the English, and this in the most sudden, ungracious, and ruinous manner.

The Undersigned now arrive at the remarks which they lately made in their note of the 30th of July last. They, then, it will be remembered,

* Or else, why the observation—"The liberty thus restricted cannot destroy the right of France to interdict to all flags, by regular declarations, the entrance into the ports of a national enemy?"

† Vide a copy of this letter, page 4, Division III.

set forth, that the Minister of Marine, from whose very department the blockade had issued, had assured the British Ambassador, at Paris, that no blockade should be declared*; and they, moreover, pointed out that the orders for the blockade having been sent from Paris to the Governor of Senegal, they could have been, and ought to have been, communicated at the same time to the Government in England.

To this argument the French Commissioners reply, that, as a Minister of War could not engage to send an army into any foreign country, so a Minister of Marine could not engage that any particular place should not be blockaded. But the cases thus brought into comparison are entirely different: the Minister of Marine may not be able to engage his Government as to what it will do, but he may be perfectly able to say what that Government, in the department over which he presides, is not going to do. There is not (precisely speaking) an engagement in this case, but there is a confidential communication, which communication, in all good faith, is to be believed, until otherwise explained or contradicted.

The Undersigned, therefore, still affirm, that where a Minister of the French Government has made an official communication, relative to his own department, the Government of Great Britain is justified by all the rules and constant usage subsisting in the intercourse between civilized nations, to give trust and confidence to such declaration; and that if the French Government should think fit, afterwards, to act contrary to the assurances of its own official organ, that then, in common justice, the British Government have a fair right to expect the earliest communication of such intention.

It is quite obvious, that unless these principles be rigidly adhered to, the ordinary intercourse between two nations must be exposed to difficulties and impediments, equally destructive to the interests of both.

But the British Commissioners observe, that a feeble attempt is made to impugn the assurances of Admiral de Rigny on another ground; for the French Commissioners state, that this Minister seemed to attach but little importance to the conversation he had with Lord Granville, since no trace was found of it in his office.

It certainly is to be regretted, that Admiral de Rigny did attach such small importance to so serious a communication; but the British Commissioners having proved that the communication was made, have nothing to do with the omission of Admiral de Rigny to record it, the consequences of which omission must, necessarily, fall upon his own Government.

The French Commissioners, indeed, declare, that they perfectly agree with the English Commissioners in regretting, that the intention to establish a blockade at Portendic had not been communicated to the British Government; but, say the French Commissioners, the distance between Senegal and France is so great, that it was difficult for the French Government to prescribe, positively, whether a blockade should take place or not, and, consequently, it could not announce, as certain, that which was problematical.

But the instructions of the French Government to the Governor at Senegal are well known, and leave nothing doubtful†; for they say, that from the moment that he (the Governor) shall have received the maritime reinforcements, which may be necessary to render the blockade efficacious, he is at once to establish it.

* Vide letter from Lord Granville to Viscount Palmerston, dated 31st of January, as follows, viz.: "With reference to the subject of your Lordship's despatch No. 14, I have been assured by Admiral de Rigny, Minister of Marine, that no intention exists, on the part of the French Government, to place the port or roadstead of Portendic under blockade, or any part of the coast in question."

† The following is extracted from the Report of the Committee of Contentieux, dated Paris, the 23rd of June, 1837, being part of a letter from the French Minister of Marine to the Governor of Senegal, dated the 12th of December, 1834, being the whole which has been furnished to the British Commissioners on this subject:—

"That he was perfectly right in placing the coast of Portendic in a state of blockade, that he ought to have done it before, and that, from the moment when he should have received maritime reinforcements which might be necessary for him to render the blockade efficacious, he had only to establish it."

Thus, the Governor of Senegal was positively directed by his Government at home, to institute the blockade in question immediately. And nothing was easier than to have made that communication to the British Government which the French Commissioners very properly regret was not given.

In addition to these arguments, the French Commissioners remark upon that kind of reserve, which the English Commissioners expressed in their note of the 30th July last, as to the right of France, in any case, to shut the bay of Portendic to English vessels, and say, that the motives of this reserve not being developed, they shall merely on this point, refer to the Report of the Committee of Contentieux, "which has, until this time, remained unanswered."

Invited in this manner to discuss, whether France had any right to declare a blockade at Portendic, under the circumstances in which such a blockade was instituted, the British Commissioners can feel no repugnance to enter upon this question; and, indeed, they yet entertain the hope, notwithstanding the differences which have hitherto subsisted between the two Governments on this important subject, to convince the French Commissioners, that a little further consideration of some of the very points on which they (the French Commissioners) have hitherto founded their case, will bring them to see, that Portendic was placed in such a condition, as to give British vessels an undeniable right to trade there, in spite of all that has been alleged as to the war with the Trarza Moors.

Assuming then, as the basis of these transactions, the opinion of the French Government, that France, by the Treaty of 1783, has a right to the roadstead and coast of Portendic, and that the British Government has, by the same Treaty, a right to trade there. Assuming this opinion to be correct, there are two rights, coeval, coequal, and which should be coexistent with each other. But the French Government having admitted, indeed brought forward this ground, as the one on which the matter in dispute is to be tried, go on to contend, though these two rights are born from the same act, and repose in the same deed, that the one is only to be enjoyed as long as it is convenient to the other, and that if the French think proper voluntarily, and for their own pleasure or ambition, to go to war, and that such war should render the privilege of the English an annoyance, the said privilege is at once to cease; thereby, in fact, asserting that the right of the British nation is no right at all, but something depending solely upon the will of France, which may put an end to it at any moment she thinks proper.

The Undersigned are prepared to admit, that there are extraordinary cases, no doubt, which ride over ordinary rights, and the necessity of self-preservation, as the French Government, in one of its papers, properly observes, is one of these. If, then, any of the savage tribes of Africa were sweeping down upon the French possessions at Senegal, threatening, not merely the fate of that settlement, as a French possession, but the lives of its inhabitants, and that it was necessary, in order to drive back, or otherwise check the course of these barbarous invaders, to put a momentary cessation to the privilege of the British nation to trade at Portendic, the necessity of the case might warrant such a course being adopted; but it is a mockery to apply the argument, which could be derived from so extreme an emergency, to a war, which the French themselves began, which they only pursued for an ambitious purpose, and in which they were exposed to no kind of peril.

If the right which the English enjoy at Portendic, were likely to add to the inconveniences of a war with the Moors, this, indeed, would be a fair argument against entering into such a war; but to say, that the French may suit their own pleasure and interests in engaging in any war, and that they may annul a solemnly guaranteed and accorded right of the English nation, because it is more agreeable or convenient to France that this right should not be exercised, is the language of absolute power, but is not the language of moderation or justice.

Suppose, for instance, that instead of the right to trade in gum, France had stipulated to deliver a certain quantity of gum annually for

the territory that had been ceded to her, and that any particular circumstance prevented her from supplying the specific article, with what justice could payment for the value thereof be refused, whilst France, at the same time, held possession of the territory ceded to her by such compact.

Much argument and much geographic learning has, at various times, been employed, in order to show whether the Trarzas did, or did not, inhabit and hold the coast of Portendic. The British Commissioners need not go over this ground, because the case lies straight before them, even supposing the statement of the French Government to be correct. For, according to this statement, the territory in question belongs *de jure* to France, coupled with the adherent right to England; and if France is at war with the Trarzas, it may, doubtless, prevent these Moors from coming into the territory in question; but it cannot on this ground prevent the English from trading there. Moreover, whatever tribe of Moors, in contradiction to the assumed right of the French, pretend to sovereignty over this coast, it is not only clear, from the various accounts furnished to the British Government, but from the very words of the French Agents, which have been already quoted, that a variety of tribes, besides the Trarzas, visit Portendic for the purpose of carrying on the trade in gum, which the British have the liberty at this very spot to exercise. What, then, was the duty of France in this port, to which the British have a right to trade, to which various tribes, with which the French were not at war, were in the habit of coming for traffic, and over which France claims the rights of sovereignty? To fire indiscriminately upon those peaceful tribes, who came to trade with the British? To turn away the British vessels from trading with them? To destroy British property ready on the coast to be shipped? No; surely it was rather the duty of France, at such a place, and under such circumstances, to favour and protect that very commerce which her officers destroyed.

The British Commissioners can safely affirm, that they have always felt this part of the case to be so strong, that for the sake of preserving that amity, which they consider so precious, between the two countries, they have been reluctant to bring it forward, and rather, hitherto, resorted to those other arguments which they deemed sufficient for their immediate purpose, and which did not, in the same degree, involve a general national question.

With great regret have they found their past efforts unavailing; they have still, however, a strong faith in the amicable and just settlement they now contend for; and the hopes they thus express are derived from sources which cannot be disagreeable to the French Commissioners, viz.:—The power of the French people, which places them above the consideration of petty States, which might rather persevere in a wrong, than seem, through fear, to make atonement for it; and the high character which France holds amongst nations, and which, as one of the elements of her greatness, she must be desirous to maintain.

In all cases, therefore, she must consider that her honour could not be injured by giving, and can only be affected by refusing, justice. In all cases she must be anxious to weigh, with more apprehension, what can be said against her fidelity to treaties, from the very circumstance of that strength which might protect her in the violation of them.

Now, the Undersigned feel compelled to observe, with respect to the particular Treaty of 1783, and the trade to which the cases now under discussion relate, that a variety of acts and opinions of French merchants and Government agents have led to, and even seemed to sanction, a belief that the French authorities have been determined, in some way or other, to destroy that commerce which the Treaty of 1783 had guaranteed.

On the 31st of January, 1785, authority was given by the then Government of France for the establishment of a gum company to carry on trade with the Moorish tribes in the neighbourhood of Senegal, and M. Durand, appointed the first director of the Company, arrived at Saint Louis, in the Senegal, in April, 1785.

On the 2nd of May, 1785, a Treaty was signed on the part of France by Count de Répentigny, the French Governor of Senegal, and M. Durand, with the chief of the Marabouts, a very powerful tribe of Moors.

The 1st and 2nd Articles of this Treaty are as follows, viz.:—

"Article I. The Maraboux of Armankour, from an attachment they have, and will always have, to the French, and also from the present Treaty, swear and promise never to have, directly or indirectly, any communication with the English; they swear and promise to employ all possible means to suppress all commerce which the English may have at Portendic, either with the Maraboux d'Armankour themselves, or any other nation or person who pass through their country for that purpose. This promise of the Maraboux d'Armankour referring not only to the trade of gum, but also to any trade, they understand, and promise to exclude the English from it.

"Article II. In consequence of the obligation imposed by the preceding Article, and in return for the good feeling of the Maraboux d'Armankour, the Sieur Durand, Director-General of the Company, engages for it, and promises to give them a gratuity larger than is customary, every time they stop gum on its road to Portendic, and convey it to the Desert, so that the Company may be sure that none will be sold at Portendic."

Upon the 10th of May, 1785, a similar Treaty was entered into between the Count de Répentigny and M. Durand, on the part of France, and the King of the Bracknas, also a very formidable tribe of Moors. The words of this Treaty are as follow:—

"Amet Mocktard promises in the same words as the Maraboux d'Armankour to convey all gum to Podor, that the Company may be sure that none is sold at Portendic."

On the 20th of July in the same year a similar Treaty was entered into by the same parties on behalf of France with Ali Koury, the King of the Trarzas.

Such were the treaties signed by M. Durand and Count Répentigny in 1785, on the part of France, and by the respective Sovereigns of these three Moorish tribes.

In 1822, M. Durand published at Paris a work in two volumes, entitled "Voyage au Sénégal; ou, Mémoires Historiques, Philosophiques, et Politiques, sur les Découvertes, les Etablissemens, et le Commerce des Européens dans les Mers de l'Océan Atlantique, depuis le Cap Blanc jusqu'à la Rivière de Sierra Léone inclusivement;" and, in referring to the Treaties just described, this author says, "My principal object was to divert them (the Moors) from the route of Portendic, in order to attract them entirely towards the Senegal. The competition of the English at the place from which I wished to divert them, did us considerable damage; the English took away from us annually from 500,000 to 600,000 lbs. of gum, and made us pay very dearly for that which we procured at our own establishments. I have already said it, by leaving to the English the right of trading freely at Portendic, the most destructive blow was struck at our commerce. . . . Portendic is the only point on the coast at which the English can molest our trade. We are so happily situated that nature secures us at all other points, and were we free from them here, we should then have no further fear of such interlopers."

There is also another French author of great celebrity, of the name of Golberry*, who wrote on this subject, and who insisted upon the great advantages that would result to France by her monopolising the whole of this gum trade, and driving the English from it.

Furthermore, so late as the month of October, 1834, a commercial association was formed of French merchants resident at Senegal, for the express purpose of putting down the British trade at Portendic.

* M. Golberry was an engineer in the French service, and specially sent to Africa to reconnoitre the whole of that part of the coast of Africa, and accompanied M. de Boufflers from France, when that gentleman was appointed Governor of the Senegal and the other French settlements on that part of the coast; and he was particularly instructed by the French Government to advise the Governor of Senegal upon all matters which might affect the trade in gum. And it is stated that, under this gentleman's advice, and in order to attract the gum trade exclusively to the stations on the Senegal River, the French, about the year 1787, destroyed their establishment at Portendic, and abandoned the place altogether.

The 1st Article of the deed of agreement of this company states, that the association was established for the purpose of carrying on the trade in gum at the factory of Coq, "during the war, and at the other usual stations on the Senegal, during peace, that factory being the station peculiarly set apart for the trade with the Trarzas; while it also appears that a contract was entered into on the 28th of December, 1834, between this association and the dealers in bafts at St. Louis; by which a piece of baft was to procure 32lbs of gum, in case Portendic should be blockaded by the French Government,—a fact clearly establishing that French merchants had made preparations for carrying on the trade with the Trarzas in the River Senegal during the war, and at a period when it was intended that British merchants should be prevented from carrying on a similar trade at Portendic.

So in an article respecting Africa and the gum trade, published in *Le Spectateur Militaire*, at Paris, in June, 1835, by a military officer, as appears by the following extract:—

"The English, who have not the right of entering the river for trading, had just opened the port of Portendic on the sea coast, where the Moors conveyed to them part of our gum. It was to our trade a serious injury, not from the loss of gum, but from the dearness thereby occasioned. . . . . The merchants of St. Louis feeling this injury endeavoured to annul the port of Portendic; and having entered into many fruitless negotiations with Amar, had at last recourse to the Moorish prince, Mohammed Fal, whose birth and personal valour raised him above other Moorish princes; and he promised, after receiving some presents, to drive away all British vessels that would come to Portendic, and to intercept the caravans of gum going to that port."

What effect must not all these recorded acts and opinions produce upon the minds of men generally in all nations? Will they not lead to a belief that the French were anxious to have pretext of any kind to destroy the British trade at Portendic? That is, to violate the Treaty by which such trade was guaranteed? And is it not most essentially for the honour and real interests of the French nation to shew, that, so far from wishing to destroy this trade, or to violate this Treaty, she is most anxious to atone for any injury done to the one, and to give the fairest and most liberal construction to the other?

The British Commissioners have now brought the case, which it has been their duty to expose, to a conclusion.

It consists, 1st, in the interruption of British commerce and the seizure of British vessels, in a port where the British nation had a peculiar right to trade, and where neither a blockade, nor even any other pretext, existed at the time for any such interference.

It consists, 2ndly, in the driving away of a British ship from this port, at the very moment she was embarking the goods which she had paid for, under the assumed right of a blockade, made known to her master, for the first time, on the day previous, when his traffic had also been illegally interrupted by firing on the shore, where his dealings were going on, without the slightest pains having been taken to ascertain whether the Moors thus fired at really belonged to the tribe with which the French were at war, or to any of the other tribes frequenting that coast.

It consists, 3rdly, in the establishment of the said blockade, contrary to a positive assurance of a French Minister, without any subsequent notification that such promise would not be adhered to; and this on a coast which was not in the possession of an enemy, in terms and on conditions highly irregular, and at a time when the trade thus broken off with the British, was carried on through a well-known channel of communication by the French merchants.

It consists, 4thly, in a breach made by the aforesaid conduct, in a well-known Treaty, under which the French nation itself assumes to hold possession of a place,—ceded, as it has been frequently said, by the British Government to France, on the express stipulation that Great Britain should have the right of carrying on that commerce with the Moors at Portendic, which in the series of instances that this document enumerates, has been interrupted, and is now, owing to these interruptions, destroyed.

The British Commissioners cannot but think that a due consideration

of all the circumstances to which they now so earnestly solicit the attention of the French Commissioners, and, through them, of the French Government, will produce the desired effect, and bring to conclusion an affair that has been too long pending between the two nations. At all events the object of the British Government is so confined to obtaining justice, in the most friendly manner, that if the French Commissioners still remain unconvinced by the arguments respecting the blockade, which the Undersigned have now adduced, though they consider it would be far more desirable that the matter in question should be amicably arranged between the two Governments of France and England, they are hereby authorized to report to the French Government the proposition, that on a fair indemnity being accorded in those cases which are prior to the blockade (in which the British Commissioners conceive that the case of the "Eliza" should be included,) the decision as to the other cases should be referred to a third Power, Prussia, for instance, which, being equally friendly to both the parties, is calculated, as well from its intelligence as its independence, to give a just and impartial judgment.

The note of the French Commissioners contains some remarks upon what is stated to have passed in the year 1831, when, as it is observed, the British colony at Bathurst was in serious danger from the Mandingo population, and when France assisted the British Governor both with men and money; on which account, say the French Commissioners, France has been unable to obtain reimbursement. The Undersigned much regret if the Government of France has any complaint to make on this subject; but are forced to observe that it is excluded from their consideration, the present Commission not being authorized to enter upon any other question than that relative to the claims of British merchants for the injuries committed against British commerce at Portendic.

The only portion of the note of the French Commissioners which now remains unanswered is that which alludes to the case of the "Niger;" and perhaps the Undersigned cannot do better with respect to this case than to subjoin the copy of a despatch, written by Her Majesty's Minister at this Court to the Minister of Foreign Affairs in France; the explanations contained in which despatch will, the Undersigned have no doubt, prove perfectly satisfactory.

(Signed) HENRY LYTTON BULWER.
WM. ROTHERY.

Inclosure 1 in No. 15.

Mr. Bulwer to M. Guizot.

Monsieur le Ministre, *Paris, September* 13, 1841.

HAVING observed in a communication from the French to the British Commissioners for the claims of Portendic, the mention of the case of the "Niger," as one on which the French Government would claim indemnity, I think it best, though I believe your Excellency received last year a similar statement from Viscount Palmerston, to acquaint your Excellency, as the British Commissioners probably will their colleagues, with the circumstances attending the seizure of this vessel.

The "Niger" was seized on a charge of having piratically plundered in the River Nunez, a British vessel called the "Robert Grant," and conveyed to Sierra Leone, where proceedings were instituted against her in the Vice-Admiralty Court, for having with armed force taken possession of the above schooner; for having caused the crew to jump overboard; for having taken from the vessel four cannons, two muskets and bayonets; and for having detained the British vessel from her lawful owners. The cause came before the Judge of the Admiralty Court on the 21st of November, 1837, when the acts of piracy were not sufficiently established to warrant the Judge in condemning the "Niger," though the evidence justified the capture, and the Judge on that day directed the vessel and cargo to be restored, and on the 25th of that month, directed each party to pay their own expenses.

Thus you will perceive that this case has been decided judicially, and that the owners of the French vessel have acquiesced in the judgment pronounced by the Judge of the Vice-Admiralty Court at Sierra Leone, for if they had not, and had considered that any injustice had been done to them, they might have appealed to the Judicial Committee of Her Majesty's Privy Council, which they have not done. I need not therefore observe to your Excellency, that this case is totally different from the Portendic claims, and cannot interfere with their settlement.

I have, &c.,
(Signed) H. L. BULWER.

Inclosure 2 in No. 15.

APPENDIX to the Note dated the 4th of October, 1841, from the British Commissioners to the French Commissioners on the subject of the Claims of British Merchants against France, to be indemnified for injuries sustained by them relative to the affairs at Portendic.

Protest of Mr. Cuthbert Williams, master of the ship "Governor Temple;" sworn the 17th of July, 1834. (See page 37, Division III.)

Protest of Mr. John Hughes, supercargo of the "Industry;" made at Goree, the 28th of July, 1834. (See page 48, Division III.)

Attestation of Mr. John Hughes, the supercargo of the "Industry;" sworn the 21st of August, 1834. (See page 48, Division III.)

Letter from his Excellency Governor Rendall, the British Governor of the Gambia, to his Exellency Governor Pujol, the French Governor of Senegal; dated Bathurst, the 24th of January, 1835. (See page 4, Division II.)

Protest and attestations of Mr. N. R. Sayers, the master of the "Eliza," Mr. Henry Pinsent, the supercargo of that vessel, and Mr. William Ford, the mate; sworn the 18th of February, 1835. (See page 6, Division III.)

Letter from Mr. Nathaniel Isaacs, agent and supercargo employed by Mr. Redman, to Governor Rendall; dated the 19th of February, 1835. (See page 9, Division III.)

Attestation of Mr. J. F. Pellegrin; sworn the 15th of August, 1835. (See page 39, Division III.)

Letter from Mr. Nathaniel Isaacs to Governor Rendall; dated the 27th of August, 1835. (See page 69, Division III.)

Declaration of Mr. Henry Pinsent, assistant supercargo of the "Matchless;" dated the 24th of September, 1835. (See page 5, Division III.)

Declaration of Mr. Wallis Pilcher, master of the ship "Columbine; dated October 13th, 1835. (See page 13, Division V.)

Declaration of John Rendall, esquire; dated the 6th of April, 1836. (See page 68, Division III.)

Attestation of Mr. Nathaniel Isaacs; sworn the 8th of December, 1836. (See page 71, Division III.)

Extract from the statement of the several British claimants; dated the 14th of December, 1837. (See page 4, Division IV.)

Letter from H. Bulwer, esquire, to Mr. Guizot; dated the 13th of September, 1841. (See page 42, Division VI.)

No. 16.

Mr. Rothery to Mr. Hope.

Sir, *Stratford Place, January* 21, 1842.

UNDERSTANDING that certain rules and regulations entered into by a society of French merchants, at Senegal, was forwarded in a letter from the Governor of the Gambia to the Earl of Aberdeen, dated the 21st of March, 1835, and as this document may be of importance, on the adjustment of the claims of British merchants against France for injuries they sustained in the years 1834 and 1835, I request for that purpose, to be furnished with copies of such document, and Governor Rendall's letter.

I am, &c.,
(Signed) W. ROTHERY.

No. 17.

Mr. Hope to Mr. Rothery.

Sir, *Downing Street, February* 9, 1842.

HAVING laid before Lord Stanley your letter of the 21st ultimo, I have received his Lordship's directions to transmit to you herewith copies of the documents for which you have applied.

I am, &c.,
(Signed) G. W. HOPE.

Inclosure in No. 17.

The Lieutenant-Governor of Bathurst to the Earl of Aberdeen.

My Lord, *Bathurst, River Gambia, March* 21, 1835.

I HAVE the honour to forward herewith, for your Lordship's information, a copy of the Rules and Regulations entered into by a Society of French merchants this year at Senegal, for the purpose of carrying on the gum trade at the Escale of Coq, the great trading port of the Brackna Moors.

This document was put into my hands by a respectable merchant of this settlement, who obtained it from a French merchant residing at Senegal, with a view to show that the French authorities permit the gum trade to their own traders this year, as well as the last.

It will also be seen that, on the 28th of December, 1834, the merchants forming the society, contemplated the declaration of the blockade of Portendic, as, in the Second Article of their agreement for the purchase of bafts, the price was fixed accordingly.

I feel it my duty to state to your Lordship that the main object set forth in the Governor of Senegal's declaration of the necessity for blockading Portendic, namely, to prevent the Trazar tribe of Moors from receiving any supplies, must be entirely destroyed, by permitting the French traders to carry on their commerce with the Bracknas, who are in strict alliance with the Trazars, and who will supply them with any articles they may want. It is, in point of fact, nothing more than securing a monopoly of the gum trade to the French society, to the utter ruin of English merchants who have engaged in it.

I have, &c.,
(Signed) G. RENDALL,
Lieutenant Governor.

Sub-Inclosure 1 in No. 17.

Réglement de la Société pour la Traite de Gomme en 1835.

ARTICLE I.

IL sera formé entre les Soussignés une Société en 1835, qui aura pour but de faire la traite de la gomme au Coq, pendant la guerre, et aux escales ordinaires du bas du fleuve, en cas de paix.

ARTICLE II.

Sont admis dans cette Société tous ceux qui fesaient partie de l'association formée le 17 Mai, 1834, ainsi que ceux qui ont eu l'habitude de faire la traite, et ceux qui seraient reconnus avoir fait des dispositions pour celle de cette année. Toutefois, sont exceptés ceux des actionnaires dans la dite association qui sont vendeurs de guinées à la présente Société ou qui sont employés ou établis, soit à Gambie, Gorée, ou bas de la côte, ou qui n'ont plus d'établissement à St. Louis.

ARTICLE III.

Il sera établi quatre classes d'actionnaires dans la Société, dont les parts sont fixées comme suit :

Une action pour la première classe, trois quarts d'action pour la seconde classe.

Une demi action pour la troisième classe, et enfin un quart d'action pour la quatrième classe.

Sont admis dans la première classe, ceux qui annuellement traitent soixante mille livres de gomme et plus pour leur compte.

Sont admis dans la seconde classe, ceux qui traitent annuellement trente mille livres de gomme et plus, ou qui expédient une cargaison pour traiter cette quantité pour leur compte.

Sont admis dans la troisième classe les personnes qui, ne pouvant faire preuve d'avoir fait consécutivement la traite pendant les six dernières années pour leur compte particulier, l'auront fait dans une de ces années.

Enfin, dans la quatrième classe sont admis les traitans qui, ne fesant pas de traite pour leur compte particulier, la font pour compte d'autrui.

ARTICLE IV.

Les actions pour quelle cause que ce soit, ne peuvent être aliénées.

ARTICLE V.

Les Sociétaires s'engagent sous peine de cinq mille francs d'amende, à ne faire directement ni indirectement aucune expédition en rivière pour achat de produits quelconques pendant la durée de la traite.

ARTICLE VI.

Les Sociétaires s'engagement également sous la même peine à n'accepter aucun emploi pour traiter en rivière pour compte d'individus étrangers à la Société.

Ils s'engagent aussi sous la même pénalité, à ne prêter, louer, ni affrêter leurs embarcations pour aucune expédition ayant trait au commerce de produits en rivière.

ARTICLE VII.

Il y aura solidarité entre les Sociétaires jusqu'à concurrence de la mise de fonds sociale; chaque sociétaire est tenu, sous peine de déchéance, à fournir dans les quinze jours qui suivront la signature des statuts, un cautionnement à la satisfaction du conseil d'administration, lequel cautionnement sera de douze cents gourdes pour la première classe, neuf cents gourdes pour la deuxième classe, six cents gourdes pour la troisième, et trois cents gourdes pour la quatrième.

ARTICLE VIII.

Les conditions de paiement et de livraison seront réglées par les soins du Conseil.

ARTICLE IX.

Les intéressés seront représentés par un conseil d'administration, composé de sept membres nommés par l'assemblée générale et pris parmi les Sociétaires, et le Président, au choix de l'assemblée.

Il y aura quatre membres suppléans nommés également en assemblée générale et qui suppléeront les titulaires, en cas de besoin, par rang d'âge.

ARTICLE X.

Les fonctions des Président, Membres du Conseil, et Suppléans, seront gratuites.

Deux écrivains seront attachés au conseil. Ils seront rétribués et leurs émolumens fixés par le conseil d'administration.

ARTICLE XI.

Le Conseil surveille et dirige les intérêts communs.

Il pourvoit à l'affrêtement, et à l'armement, et au désarmement des navires, à l'achat, à la réception, et à l'expédition des marchandises, à la réception, à la vente, ou à la répartition des produits.

Il correspond par l'intermédiaire de son Président avec les traitans à l'escale, desquels il sera parlé ci-après.

A la clôture de la traite et au retour des navires, il procédera dans le délai d'un mois, à la liquidation générale des affaires de l'association.

ARTICLE XII.

Il sera expédié vingt navires, dont dix pour traiter à l'escale et dix pour les charrois. Les dix premiers seront choisis parmi les bâtimens de vingt tonneaux et au-dessus, et autant que possible dans les meilleurs marcheurs.

ARTICLE XIII.

A bord de chacun des dix navires fesant escale, il sera placé un traitant et un écrivain rétribué, dont les émolumens seront fixés par le conseil d'administration.

Les traitans seront nommés par l'assemblée générale et les écrivains par le conseil.

ARTICLE XIV.

Le Conseil d'Administratiion à St. Louis désignera celui des traitans avec lequel il correspondra habituellement pour les affaires de la traite.

Celui-ci sera chargé de la centralisation des affaires et de l'expédition des marchandises à St. Louis sur Bordeaux ; établis par chacun des traitans et visés par l'officier chargé de la police de l'escale.

A cet effet il lui sera attaché un écrivain spécial.

Toutes les coutumes seront payées par le chef des traitans à bord du stationnaire et en présence du commandant.

ARTICLE XV.

Le prix de la guinée en rivière sera fixé par le Conseil d'Administration avant le départ des navires, ainsi que le mode du paiement des coutumes.

Le prix du mille sera fixé à l'escale.

Les gommes portées à l'escale par les Maures pour acquittement de dettes pourront être recouvrées pour le compte des créanciers, et devront dans ces cas, être déposées à bord du bâtiment stationnaire. Ce dépôt ne pourra toutefois avoir lieu que tout autant que la dette sera reconnue antérieure à l'époque du départ des navires de la Société de St. Louis. Les titres de créance qui n'auront aucune date certaine ne seront admis qu'après serment prêté par les deux parties devant le Commandant de l'escale et les traitans réunis en conseil. Il est défendu aux traitans de faire conduire à leur bord aucunes gommes qui leur seraient apportées par les Maures en paiement de leurs créances sur ces derniers. Les dites gommes devront être portées directement à bord du navire commandant l'escale.

ARTICLE XVI.

La fourniture des Pagnes nécessaires à la Société sera réservée exclusivement aux Signares de St. Louis.

ARTICLE XVII.

Les Sociétaires prennent l'engagement, en signant les statuts, de ne faire aucun prêt aux Maures, sous peine de mille francs d'amende.

ARTICLE XVIII.

La Société se mettra en lieu en place des traitans qui, se trouvant actuellement à l'Escale du Coq, ne pourraient, par suite des présentes conventions, continuer à faire l'escale.

ARTICLE XIX.

Une caisse de prévoyance sera constituée dans le but de réparer soit les erreurs qui seraient commises au préjudice des habitans de cette ville, soit les malheurs qui surviendraient dans le cours de l'opération. Le fond de cette caisse sera formé par un prélèvement de deux pour cent sur le capital de la Société.

Suivent les signatures.

[Eighty-one names.]

[For translation, see page 357.]

Sub-Inclosure 2 in No. 17.

Marché passé entre les Négocians de St. Louis, vendeurs de Guinées, et les Habitans de cette ville associés pour la traite de Gomme en 1835.

ARTICLE I.

LA Société contracte pour toutes les guinées présentement sur place entre les mains des négocians soussignés, et de plus, pour toutes celles qui auront été achetées définitivement pour leur compte sur les places de France, antérieurement à l'arrivée des navires qui seraient partis pour l'Europe au dix-neuf du présent mois de Décembre, soit du Sénégal, de Gorée, de Gambie, soit de Sierra Léone, ou des Iles du Cap Vert. Ces achats de guinées devront être constatés par des extraits dûment légalisés des registres des courtiers royaux, lesquels extraits ne feront plus foi passé fin Juin prochain. Toutefois, pour ce qui concerne MM. Rey et Rolland, qui excipent d'une lettre de leur commettant de Bordeaux pour réclamer une exception en leur faveur, la Société acceptera comme pièce probante, et toujours dans le délai précité, les connaissemens relatifs aux guinées que MM. B. et E. Dévés de Bordeaux ont commandé directement de l'Inde, et qui arriveraient à Bordeaux dans les deux premiers mois de 1835 ; les dits connaissemens accompagnés de l'extrait dûment légalisé du manifeste du navire porteur des dites guinées.

ARTICLE II.

Le prix de la guinée est fixé à trente-deux livres de gomme par pièce en cas de non blocus de Portendic, et à trente-six livres de gomme, en cas de blocus déclaré par le Gouvernement Français.

ARTICLE III.

La Société livrera ses gommes au fur et à mesure des arrivages de ses navires des escales.

ARTICLE IV.

La Société s'engage à donner la préférence aux négocians toujours au même prix, pour l'achat des guinées dont elle pourrait avoir besoin en sus des quantités pour lesquelles elle aura contracté.

ARTICLE V.

Attendu que les habitans fesant partie de la Société consentent à s'abstenir de vendre les guinées qu'ils ont en main, les négocians soussignés s'engagent à n'en vendre aucune des leurs pour la traite des escales ordinaires et du Mangot, ni à faire aucunes expéditions en rivière, Galam excepté, pour quelques produits que ce soit, pendant la durée de la traite que fera la Société.

ARTICLE VI.

La fourniture du mille est réservée à la Société, de même que celle des pagnes l'est aux signares. A l'exception de ces deux articles, les assortimens de traite dont les prix seront débattus contradictoirement, seront fournis par les négocians soussignés, et payés en gomme, au cours qui sera fixé par une Commission nommée *ad hoc* par le Président du Comité de Commerce.

ARTICLE VII.

Les guinées seront loyales et marchandes et conformes à la décision du Comité de Commerce, sans qu'il puisse être rien demandé par le vendeur pour l'excédant de longueur et largeur des pièces ; toutefois, en raison d'un certain nombre de grandes guinées que les négocians soussignés vont délivrer à la Société, soit immédiatement, soit après les premiers arrivages, attendus d'un jour à l'autre, la Société consent à recevoir comme loyales et marchandes celles des guinées qui, ayant la couleur et le tissu convenables n'auraient que trente-trois coudées de longueur, suivant les échantillons déposés en mains de MM. F. Valantin et Calvée, représentans de la Société et des négocians contractans. Les guinées qui n'auraient pas la longueur de trente-trois coudées au moins, donneront lieu à une réfaction proportionnelle, si mieux n'aiment les négocians vendeurs les garder pour en fournir d'autres, sans préjudice toutefois, de leur obligation de livrer à la Société les guinées qu'elle pourrait leur demander par suite de ses besoins, et dans les limites du présent contrat.

ARTICLE VIII.

Toutes les gommes traitées aux escales jusqu'à l'époque de la notification au Sénégal du blocus de Portendic, ce qui sera constaté par un certificat du commandant de l'escale, seront prises en paiement des guinées, à raison de trente-deux livres à la pièce.

ARTICLE IX.

Les négocians vendeurs de guinées seront tenus de montrer à la Commission des recettes, aux époques des livraisons, toutes les guinées qu'ils auront en magasin. Le choix en sera laissé à la commission des recettes.

ARTICLE X.

Ceux de Sociétaires qui, après l'acquittement des dettes de la Société, auront des gommes provenant de leur bénéfice dans la présente opération, s'engage à fixer Messieurs les négocians soussignés sur l'emploi qu'ils entendent faire de leurs gommes dans le cours de vingt jours qui suivront le retour à St. Louis des derniers navires traitans de la Société. La préférence est promise, à prix égale, aux négocians soussignés, en cas de vente.

ARTICLE XI.

Les présentes conventions deviennent nulles et non avenues au cas où le Roi des Bracknas ne voudrait pas reconnaître la Société et l'empêcherait de traiter.

ARTICLE XII.

Au cas où la récolte de gomme manquerait, il sera facultatif aux négocians soussignés de reprendre les guinées invendues, ou de provoquer les mêmes conventions à l'année suivante.

ARTICLE XIII.

Les négocians vendeurs de guinées s'engagent à déclarer par écrit, avant la signature des présentes, la qualité des guinées qu'ils ont en main présentement.

ARTICLE XIV.

Copie des présentes conventions a été remise à chacun des parties.

St. Louis, 28 *Décembre*, 1834.

Suivent les signatures.

[Twelve names.]

[For translation, see page 360.]

DIVISION VII.

CORRESPONDENCE AND DOCUMENTS RELATIVE TO THE PROPOSITION OF ARBITRATION.

From January 1842, *down to the final arrangement of the question on the* 13*th of December*, 1842.

THIS correspondence will show the great forbearance of the British Government in prosecuting its claims, notwithstanding the delays which took place respecting the French Government's decision, and will, of course, demonstrate satisfactorily, that, for such delays, the British Government is in no way accountable. The despatch from the Commissioners, No. 22, dated July 4, 1842, relates the whole of their proceedings up to that period. It will be seen that Her Majesty's Government considered it imperative, in consequence, to adopt a decided language. The melancholy death of the Duke of Orleans here occurred, and for a while checked the correspondence; Mr. Bulwer also leaving Paris; on his return in October, the affair is at last arranged.

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27. Earl of Aberdeen to Lord Cowley.	Foreign Office, Nov. 11, 1842.	Informing his Excellency that Her Majesty's Government had taken into consideration the draft of a note for settling the terms of arbitration of the Portendic claims. Her Majesty's Government approve the note, and accordingly his Lordship instructs his Excellency to sign it conjointly with M. Guizot.	.. ..	23
28. Mr. Bulwer to Earl of Aberdeen. One Inclosure. Mr. Bulwer to the French Commissioners. That the claims, and all the circumstances connected with the claims will be open to the consideration of the Arbiter, and be matters on which he is to form his decision; but his opinion is not to be regarded either by Great Britain or France, as at all affecting the rights maintained by either Government.	Paris, Nov. 14, 1842.	Inclosing copy of a note addressed to the French Commissioners.	.. ..	23
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DIVISION VII.

Correspondence and Documents relative to Proposition of Arbitration.

From January 1842, *down to the final arrangement of the question on the* 13*th of December* 1842.

No. 1.

The Earl of Aberdeen to Lord Cowley.

My Lord, *Foreign Office, January* 28, 1842.

I HAVE to request that your Excellency will inform me whether any, and what, steps have been taken by the French Government, for coming to a decision on the last proposition of the British Commissioners appointed for settling the Portendic claims.

If your Excellency or Mr. Bulwer should not have received any recent and satisfactory communication upon this matter, your Excellency will press the French Government to come to an immediate decision thereupon, as the claimants are again urgently calling upon Her Majesty's Government to obtain a settlement of their demands upon the French Government.

I am, &c.,
(Signed) ABERDEEN.

No. 2.

Mr. Bulwer to Viscount Canning.—(Received February 7.)

My Lord, *Paris, February* 4, 1842.

I BEG to state, in reply to the Earl of Aberdeen's despatch to Lord Cowley, of January 28, that I called on M. Guizot, by Lord Cowley's desire, and requested him to state when the Commission for considering the claims of Portendic could recommence its sittings.

M. Guizot stated that he was now perfectly ready for the Commission to reassemble, and I have since seen M. Dumon, who says that, in the course of ten days, he shall have no business in the Chamber to interfere with his attend ing on the Commission.

I have, &c.,
(Signed) HENRY LYTTON BULWER.

No. 3.

Viscount Canning to Mr. Bulwer.

Sir, *Foreign Office, February* 8, 1842.

I AM directed by the Earl of Aberdeen to inform you that in consequence of the receipt of your despatch of the 4th instant, Mr. Rothery has been instructed to return to Paris by the 14th instant, in order to resume the business of the Portendic Commission, which Lord Aberdeen trusts will now be brought to a close without further delay.

I am, &c.,
(Signed) CANNING.

No. 4.

The British Commissioners to the French Commissioners.

Gentlemen, *Paris, February* 19, 1842.

IN consequence of the desire of our respective Governments that the Commission should reassemble, and bring to a speedy close the discussions which have been so long pending, relative to the transactions at Portendic, Mr. Rothery arrived this day at Paris, and we lose no time in expressing to you our joint wish that you would fix the earliest opportunity for a meeting.

We have, &c.,
(Signed) H. L. BULWER.
WM. ROTHERY.

No. 5.

The British Commissioners to the French Commissioners.

Gentlemen, *Paris, March* 8, 1842.

IT was with great concern that we learned the indisposition of M. Dumon, and found that the conferences which we so anxiously desire should have a prompt and satisfactory result, were thus necessarily obliged to be suspended, though from what Mr. Bulwer had heard, and from what the Marquis de Gabriac stated to Mr. Rothery, we were led to expect that this illness would only be of short duration. Nothing would have given us more pain than to lose the assistance of so able a colleague, and we are therefore most happy to learn from M. Guizot, in answer to our application, in which we pressed the urgency of the case, that M. Dumon is now recovered, and ready to undertake the negotiation in question.

We sincerely trust, therefore, that you will have the goodness to name a very early day for our meeting.

We are, &c.,
(Signed) H. L. BULWER.
WM. ROTHERY.

No. 6.

The Marquis de Gabriac to Mr. Bulwer.

Monsieur, *Ce Vendredi,* 11 *Mars,* 1842.

J'AI reçu le billet collectif que Mr. Rothery et vous avez fait à M. Dumon et moi l'honneur de nous adresser, et qui a été remis chez moi. Je l'ai communiqué à M. Dumon, qui, quoique faible encore, est en pleine voie de rétablissement; et nous nous flattons de pouvoir, dans la semaine prochaine, nous réunir avec vous en conférence.

Agréez, &c.,
(Signé) GABRIAC.

[For translation, see page 363.]

No. 7.

The Marquis de Gabriac to Mr. Bulwer.

Monsieur, *Paris, le* 15 *Mars,* 1842.

S'IL peut vous convenir, ainsi qu'à Mr. Rothery, de vous trouver Jeudi prochain, 17 du mois, à une heure et demie après-midi, à l'Hôtel des Affaires Etrangères, M. Dumon et moi nous nous y trouverons.

Agréez, &c.,
(Signé) GABRIAC.

[For translation, see page 363.]

No. 8.

The British Commissioners to the French Commissioners.

Gentlemen, *Paris, April* 1, 1842.

IT having been stated by you, at our last meeting, that you should probably receive an answer from the Minister of Foreign Affairs, with respect to our proposition of referring the disputed claims of the British merchants to the arbitration of a third Power, within a fortnight from that time; that period being now elapsed, and we being most anxious to have an answer to return to Her Majesty's Government, as soon as possible, beg now to know whether you have any communication to make to us, or any appointment to fix.

We are, &c.,
(Signed) H. L. BULWER.
W. ROTHERY.

No. 9.

The Marquis de Gabriac to the British Commissioners.

Paris, ce 6 *Avril,* 1842.

LE Marquis de Gabriac a reçu le billet collectif que Messieurs Bulwer et Rothery lui ont fait l'honneur de lui adresser collectivement aussi avec M. Dumon.

Il s'est empressé de faire connaître à M. le Ministre des Affaires Etrangères la sollicitude de Messieurs les Commissaires Anglais pour la terminaison de la négociation dont ils sont chargés; et d'après la réponse que M. de Gabriac a reçue, il se flatte de pouvoir proposer prochainement à Messieurs les Commissaires Anglais une nouvelle conférence.

[For translation, see page 363.]

No. 10.

The British Commissioners to the French Commissioners.

Gentlemen, *Paris, April* 15, 1842.

WE received M. le Marquis de Gabriac's note of the 6th instant, with much satisfaction, since it implies that you would soon be in a condition to meet us, with an opinion from the French Minister for Foreign Affairs, as to the proposition contained in our note of the 22nd of August, 1841, and repeated in that of the 13th of November, 1841.

A month has now elapsed since our last meeting, during which time Mr. Rothery has been waiting here, so that he might be able to assist at any discussion or arrangement as to the amount of the first division of claims, (those prior to the blockade,) should it be agreed to refer the second (those subsequent to the blockade) to arbitration. At the same time, his presence is required in London, and it would be exceedingly desirable, on this account alone, that some result should be arrived at as soon as possible.

But we have even a stronger reason than this for now addressing you, viz.: an official communication just received from Lord Aberdeen, Her Britannic Majesty's Secretary of State for Foreign Affairs, who, while he expresses his deep regret and disappointment at our having been as yet unable to obtain the indemnity which he considers to be unquestionably due, instructs us most earnestly to urge you to consent, with the least possible delay, to the arrangement we have proposed; an arrangement which, at present, appears to offer the best mode of terminating this question, in that amicable manner which is most in accordance with the interests and friendly feelings of the two Governments, and of avoiding all those serious evils which might be liable to arise from the failure of our negotiation.

We therefore most anxiously request you will endeavour to obtain as soon as possible, those instructions which you deem necessary for our early meeting.

We have, &c.,

(Signed) H. L. BULWER.
W. ROTHERY.

No. 11.

The British Commissioners to the French Commissioners.

Gentlemen, *Paris, April* 30, 1842.

WE beg to remind you of our letter of the 15th instant, and again to express our anxiety to arrive, as soon as possible, at some satisfactory conclusion of the business we have been so long engaged upon.

We are, &c.,

(Signed) H. L. BULWER.
W. ROTHERY.

No. 12.

The French Commissioners to the British Commissioners.

Messieurs, *Paris, 7 Mai,* 1842.

NOUS avons reçu vos deux lettres des 15 et 30 du mois dernier. Nous ne perdons pas de vue l'affaire dont nous sommes chargés concurremment avec vous, et nous espérons être, sous très-peu de jours, en mesure de vous communiquer notre réponse à votre proposition d'arbitrage.

Nous avons, &c.,
(Signé) GABRIAC.
S. DUMON.

[For Translation, see page 363.]

No. 13.

The British Commissioners to the French Commissioners.

Gentlemen, *Paris, May* 21, 1842.

SINCE the receipt of your last letter dated the 7th instant, we have been daily expecting to hear from you. We are very unwilling to seem more than duly pressing upon the subject, and we are perfectly aware of the many important questions which now occupy the attention of your Government, but we cannot help again bringing to your attention the length of time which has elapsed since our last meeting, and repeating to you, that there are serious reasons for our desiring to bring the matter in which we are engaged to a conclusion as soon as possible.

We are, &c.,
(Signe) H. L. BULWER.
W. ROTHERY.

No. 14.

The Marquis de Gabriac to the British Commissioners.

Paris, 24 Mai, 1842.

LE Soussigné, répondant au nom de son collègue et au sien, au dernier billet, en date du 21 de ce mois, que Messieurs les Commissaires Anglais leur ont fait l'honneur de leur adresser, peut leur donner l'assurance que les bases de la réponse qui doit leur être faite, étant définitivement arrêtées, ce travail ne peut tarder à leur être venu. Le Soussigné en désire la terminaison au moins aussi vivement que Messieurs les Commissaires Anglais peuvent le faire ; mais le dossier de cette affaire est devenu tellement volumineux, qu'il n'est pas étonnant que la réponse en question ne puisse être expédiée avec toute la promptitude que les Commissaires Français désireraient y apporter.

Le Soussigné, &c.,
(Signé) GABRIAC.

[For Translation, see page 364.]

No. 15.

Lord Cowley to the Earl of Aberdeen.—(Received June 12.)

My Lord, *Paris, June* 10, 1842.

I HAVE complained to M. Guizot of the delay in coming to some understanding with the British Commissioners, upon the Portendic affair. He replied, that he hoped shortly to be able to communicate with the Commissioners upon that subject; that, in the meanwhile, he could only tell me, that the French Government, after certain preliminary arrangements with the Commissioners, would agree to submit the affair to the arbitration of the King of Prussia.

I have, &c.,
(Signed) COWLEY.

No. 16.

The British Commissioners to the French Commissioners.

Gentlemen, *Paris, June* 11, 1842.

SINCE your last letter, of the 24th of May ultimo, we have been expecting to receive some further communication from you; such not being the case, we must again remind you of our earnest desire to have this business terminated, and we do sincerely hope therefore that you will be able to fix a definitive meeting, early in the next week, for that purpose.

We are, &c.,
(Signed) H. L. BULWER.
W. ROTHERY.

No. 17.

The Marquis de Gabriac to the British Commissioners.

Messieurs, *Paris, ce* 17 *Juin,* 1842.

J'AI reçu la lettre collective que vous m'avez fait l'honneur de m'adresser en date du 11 Juin; j'en ai donné connaissance à M. Dumon, qui est à la campagne. Mais n'ayant pas reçu sa réponse, je prends sur moi de vous adresser la mienne.

Ce n'est pas sans de très graves motifs que la réponse à votre dernière note* ne vous a pas encore été remise. Je ne crois même pas qu'elle puisse vous être donnée avant la moitié du mois de Juillet prochain, époque à laquelle je crois que vous la recevrez; et d'ici le tout serait sans résultat.

Agréez, &c.,
(Signé) GABRIAC.

[For Translation, see page 364.]

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* Referring to the note from the British Commissioners dated October 4, 1841.

No. 18.

The British Commissioners to the Marquis de Gabriac.

Sir, *Paris, June* 20, 1842.

WE have received your note of the 17th instant, and are quite certain that very serious motives could alone have prevented our earlier receiving the reply which we have so long been expecting. We are also persuaded that nothing but urgent business could have removed M. Dumon from Paris, where we have been for some months waiting, at great inconvenience, the termination of this business.

The period which you mention as the one at which we are now to expect your answer, is so much more distant than we had any reason to expect, that we think there must be some mistake on the subject.

We are, &c.,

(Signed) HENRY L. BULWER.
W. ROTHERY.

No. 19.

The Earl of Aberdeen to Lord Cowley.

My Lord, *Foreign Office, July* 1, 1842.

I HAVE received your Excellency's despatch No. 218, in which you state that M. Guizot, in a conference which you had recently held with him, had touched upon the subject of the Portendic claims, and had given you an assurance that that affair would be shortly submitted to the Council; and that, previous to the elections, his Excellency would confer with the Commissioners, with the view of its being submitted to arbitration.

After the many assurances which Her Majesty's Government have received from that of France within some months past, that this matter would be shortly taken into consideration, and the delays which, notwithstanding those assurances, have still been interposed between the promise made and the performance of that promise, I had certainly been led to expect from M. Guizot, a communication of a more satisfactory character than that which has now been conveyed to me through your Excellency.

I think it desirable that you should inform M. Guizot, without reserve, that no little difficulty has already been experienced in prevailing upon the parties to abstain from laying their grievances before the two Houses of Parliament, and it is but too probable that, before M. Guizot's intended conference with the Commissioners can have taken place, the threatened appeal to Parliament will have been made. Should such be the case it will be impossible for Her Majesty's Ministers, both in justice to themselves and to their Commissioners at Paris, to avoid expressing their sentiments upon the delays which, in spite of their repeated representations, and without sufficient reason having been alleged, have occurred on the part of the French Government in giving due consideration to the claims of the British sufferers.

I am, &c.,

(Signed) ABERDEEN.

No. 20.

The British Commissioners to M. Guizot.

Paris, July 2, 1842,

THE Undersigned request his Excellency the Minister for Foreign Affairs to do them the honour of receiving them if possible on Monday, at any hour or place his Excellency would have the goodness to appoint.

(Signed) H. L. BULWER.
WM. ROTHERY.

No. 21.

Lord Cowley to the Earl of Aberdeen.—(Received July 7.)

My Lord, *Paris, July* 4, 1842.

FINDING that, notwithstanding the assurances given to me by the Minister for Foreign Affairs relative to the Portendic claims, as stated in my despatch No. 218, some further delay was likely to occur in coming to an understanding with the Commissioners relative to those claims, I addressed a note to his Excellency, of which a copy is inclosed.

Your Lordship's instructions No. 94, upon the same subject, reached me yesterday, and I called this morning at the Foreign Office for the purpose of communicating them to M. Guizot. After reading them he said he had prepared an answer to my note, above referred to, which he would read to me. A copy of this reply is inclosed, and I am concerned to say, is by no means satisfactory.

I observed that such an answer might, with more propriety, have been given four months ago, when the Commissioners resumed their conferences, and that the very strong remonstrance contained in your Lordship's despatch, which he had just read, upon the delay which had taken place, entitled Her Majesty's Government to expect a less unsatisfactory reply.

He declared that this was the only answer he could give at present; that he was sincere in his desire of bringing the affair to a conclusion upon equitable terms to both parties; that he had chosen, as he thought, the most favourable moment for submitting it to the consideration of the Cabinet Council, but that his colleagues required further information, in order to enable them to give an opinion upon these claims; and that he was compelled to acquiesce in their desire, however he might lament the further delay in coming to an understanding with the Commissioners, as to the conditions upon which the affair might be submitted to arbitration.

I lamented, I said, that he had not enabled me to make a more satisfactory report of our conference to your Lordship, and that the further delay in doing justice to the claims of the parties concerned (of which I could not admit the necessity), could not fail to increase the discontent already prevailing in England with respect to this affair.

I have, &c.,
(Signed) COWLEY.

Inclosure 1 in No. 21.

Lord Cowley to M. Guizot.

M. le Ministre, *Paris, July* 1, 1842.

MR. ROTHERY is under the necessity of returning to England in the course of a few days, his official business requiring his presence in London. It is, therefore, of great importance that, before his departure, something should be decided respecting the affair of Portendic.

He has been at Paris for several months, having been sent by Her Majesty's Government for no other purpose than to bring it to a conclusion.

Your Excellency, therefore, cannot but be aware that his return to England without having been able to make any progress in it, must create a most unfavourable impression, both in the country and in Parliament, where the question will no doubt be agitated.

Your Excellency was so good as to inform me, at our last interview, that the affair should be brought under the consideration of the Council on last Tuesday, and that, in a few days afterwards, you would confer with the Commissioners, for the purpose of settling the terms upon which it might be submitted to arbitration. I now venture to express my hope that this may be done before the departure of Mr. Rothery, which cannot be delayed many days.

I avail myself, &c.,
(Signed) COWLEY.

Inclosure 2 in No. 21.

M. Guizot to Lord Cowley.

M. l'Ambassadeur, *Paris, le* 4 *Juillet*, 1842.

AINSI que j'avais eu l'honneur de vous l'annoncer, j'ai rendu compte au Conseil du Roi de l'affaire de Portendic, des diverses négociations auxquelles elle a donné lieu, et de la proposition présentée dernièrement par les Commissaires de Sa Majesté Britannique, pour qu'elle soit soumise en partie à l'arbitrage d'une tierce Puissance.

Le Conseil a pensé, qu'à raison des nombreuses et difficiles questions que présente cette affaire, aucune résolution définitive ne devrait être prise, sans que tous les membres du Cabinet en connussent bien toutes les circonstances et l'eussent mûrement examinée. Il a donc été convenu qu'un exposé complet des faits et des argumens allégués de part et d'autre serait distribué à tous les membres du Cabinet, qui, après en avoir pris connaissance, en délibérerait de nouveau.

Tout en partageant la conviction de mes collègues sur la gravité des motifs qui ont déterminé le Conseil à adopter cette marche, je regrette, Monsieur l'Ambassadeur, les retards qui en résulteront inévitablement.

Je prie, &c.,
(Signé) GUIZOT.

[For Translation, see page 364.]

No. 22.

The British Commissioners to the Earl of Aberdeen.—(Received July 7.)

(No. 106.)

My Lord, *Paris, July 4, 1842.*

IT has become our painful duty to announce to your Lordship, that, notwithstanding the expectations which up to this time have been invariably held out to us, and which are not now formally or clearly destroyed, we cannot, for our own part, encourage you to believe, that the French Government will come, within any period of which we can fix the date, to a fair or satisfactory decision with respect to the claims which we have been endeavouring to arrange. The continuance of our Commission, therefore, at Paris, under existing circumstances, is, we fear, useless.

We do not come to this opinion lightly, and to be obliged to give it, is the more distressing to us, since, throughout these transactions, we have considered that the earnest desire of Her Majesty's Government was to maintain the most friendly relations with this country, to seek for justice from it in the most conciliatory manner, and even to make all possible allowances for its present perverted and excited state of mind. Moreover, we have felt that Her Majesty's Government shared the confidence which we ourselves have unreservedly placed in the French Minister for Foreign Affairs, who has spoken to us at all times a fair and friendly language, given to us constant and positive assurances that our business should be speedily concluded, and does not, at this moment, say that it is indefinitely adjourned. Still, the facts by which our judgment has to be guided remain the same, and these facts are:—

That Mr. Rothery came here at the invitation of M. Guizot in February; that, since his arrival, we have, in conjunction with Her Majesty's Embassy, been unremitting in our endeavours to arrive at some result, even were it no other than that the arbitration, as proposed in our note of the 4th of October, 1841, should be adopted; and that yet, up to the present time, every promise that has been made to us has failed; at every period at which we have been told to expect some definitive reply, that reply has been deferred; and the last communication which has just been made to us, is the least satisfactory of any that we have received. A simple narrative of our negotiation, however, will best inform your Lordship of the condition in which it now stands, and of what might be expected from its continuance.

On the 4th of February, Mr. Bulwer wrote to Lord Canning, to inform him that M. Guizot was prepared for the re-assembling of the Commission.

On the 18th of February, Mr. Rothery arrived in Paris, and on the 19th we wrote to the French Commissioners, requesting that they would fix the earliest day they could name conveniently for a meeting.

Having waited for some time without any answer to our note, and having heard that this was in consequence of the illness of M. Dumon, one of the French Commissioners, we wrote to M. Guizot on the 4th of March, begging that, should M. Dumon's illness seem likely to be of long continuance, he would name another Commissioner. M. Guizot, however, informed Mr. Bulwer that M. Dumon was convalescent; and on the 11th, the Marquis de Gabriac (the other French Commissioner) informed us, that on the following week he hoped an interview might take place.

On the 17th, accordingly, a meeting did take place; and, as we stated to your Lordship in our communication of that day, we then lost all hope of obtaining any satisfaction for the injuries sustained by our commerce, subsequent to the declaration of the blockade at Portendic in 1835, except by the reference of this matter to arbitration, as we had proposed in our note of the 22nd of August, 1841, and repeated in that of the 4th of October last.

The French Commissioners said, that this was a point then under the consideration of the French Government, and that we might expect an answer to it in two weeks from that time.

A fortnight having elapsed without our receiving such answer, we wrote to the French Commissioners, requesting to know whether they had any com-

munication to make or any appointment to fix. On the 6th of April, the Marquis of Gabriac replied, that according to the information he had received from the Minister of Foreign Affairs, he expected shortly (*prochainement*) to propose another conference. But having heard nothing more on the subject on the 15th, we again, on that day, addressed ourselves to the French Commissioners, and took occasion to press the matter more strongly upon them, in consequence of your Lordship's despatch of the 9th, some of the terms of which we introduced into our note. The communication which we made to your Lordship on the 16th of April, carries the affair down to that period. On the 30th we reminded the French Commissioners of the anxiety with which we were still awaiting the decision of their Government, and which they had told us on the 17th of March we should have in a fortnight. We now also addressed ourselves to M. Guizot; and Mr. Bulwer separately, and the Commissioners conjointly, understood clearly from that Minister that the arbitration would be accepted, though with certain conditions, and that the question would be submitted to the Council on the 12th of May.

On the 10th of May, accordingly, the French Commissioners, in answering the two notes they had received of the 15th and 30th of April, said: "We hope, in a very few days (*sous très peu de jours*), to communicate our answer to your proposal of arbitration." We waited for this answer accordingly till the 21st of May, when we once more requested the French Commissioners to furnish us with it; and on the 24th, we received a letter from the Marquis de Gabriac, stating, that, "he could give us the assurance, that the basis of the answer we were to receive had been definitively fixed, and that, consequently, we could not have long to wait for it." On the 28th, Mr. Bulwer, having had different opportunities of meeting M. Guizot privately, and urging the matter upon him, Mr. Rothery went alone to the Foreign Office, and saw M. Guizot, who then said, "that it would be impossible for him to bring this matter to a conclusion for a fortnight, (about which time the Chamber might be expected to last,) but that after this period, he pledged himself to Mr. Rothery, that there would be no further delay; and added, that he should himself be most happy at seeing the business terminated."

Your Lordship will perceive that, up to this moment, we had been waiting from week to week, we may even say from day to day, in expectation of being able to send you the long-promised reply. Now finding, however, that a fortnight was yet to pass without our receiving it, we wrote to your Lordship on the 2nd of June, and we stated in our letter the general nature of the communication which we had been led to expect, but on which it was impossible to give a precise opinion till we saw it in writing, the language of M. Guizot having, at different times, varied respecting a reserve, which he said that he should feel himself obliged to make in regard to the sovereignty of France over Portendic, and her right to declare a blockade there.

We should here mention that Lord Cowley, whose representations had, throughout, been joined to ours, received, about this time, a communication precisely similar to that which had been made to us, M. Guizot adding thereto, that he should be willing to take the arbiter (viz., the King of Prussia) that we had proposed.

On the 11th of June, the fortnight for which we had been postponed having expired, we wrote to the French Commissioners, and on the 13th called on M. Guizot, who informed us that we might rest satisfied that the affair should now be arranged, and that we should know the exact terms in which his answer would be given in the course of that week.

On the 17th of June, however, to our great surprise, came a letter from the Marquis de Gabriac, stating, that he did not think it likely that he should receive the definitive directions of his Government before the middle of July. On the 18th of June, Mr. Bulwer informed M. Guizot of this communication, and asked him whether so great a delay as that announced by the Marquis of Gabriac was to take place. M. Guizot said, the Marquis de Gabriac was under some mistake, that he confidently hoped, in the course of the next week, to give the French Commissioners their instructions: and he repeated this shortly afterwards to Lord Cowley.

Having, however, some reasons to be uneasy upon the subject, and being unwilling to announce to your Lordship continual disappointments, we requested an interview with M. Guizot on the 20th, and received an appointment

for the 23rd; but a short time before the hour for which that appointment was made, Mr. Bulwer received a note from M. Guizot, saying, that he was unfortunately obliged to postpone the interview, which, however, should take place (without any mention of the day) at an early opportunity.

On the 24th, Mr. Bulwer called to M. Guizot's recollection the various delays that had already occurred; and observed, that, unless the matter were speedily arranged, it would certainly be brought before the British Parliament. On the 25th, M. Guizot informed Lord Cowley that the affair would be brought before the Council on the 28th, and that he then hoped to settle it; and we have now to conclude by stating, that, on Sunday the 3rd of July, M. Guizot informed Lord Cowley, and has this day informed us, that the matter having been brought before the Council, it has been thought of so delicate a nature, that the different members of the Cabinet have declared that it would be impossible for them to come to a decision upon it, except after most careful examination and reflection; and that, consequently, a memoir on the subject is to be prepared for each of the Ministers, preparatory to their further deliberations.

Had this answer been given to us in the month of February or March, we should not have considered it as we do at present; but having asked M. Guizot whether he could fix any time at which we might expect a decision, and he saying that he could not name any, and that, consequently, he could not engage Mr. Rothery to prolong his stay here, we cannot but feel sure that the present communication is chosen as the least offensive mode of postponing, perhaps, we might say, getting rid of the question, which, at all events, is not likely to be taken up again for the next few months.

Having laid the above facts before your Lordship, we trust that you will think we have done all that was in our power to obtain satisfaction, and that we could hardly have done otherwise, hitherto, than believe the constant and positive assurances of the parties with whom we have been in official communication. We fear that you will also agree with us as to the inutility of any further efforts that we can at the present time make in this business. We ourselves, indeed, are confident that, unless the disposition of the French Government should be altered by circumstances over which we have no control, such efforts would be useless; and we cannot help feeling that, in this state of things, it is lowering the justice of our cause, and humiliating the dignity of our nation, for us to be continually soliciting and continually set aside. Your Lordship, however, is a far better judge of this than we can be, and Mr. Rothery will wait at Paris your instructions.

We have, &c.,

(Signed) HENRY LYTTON BULWER.
WM. ROTHERY.

No. 23.

The Earl of Aberdeen to Lord Cowley.

(Extract.) *Foreign Office, July* 15, 1842.

HER Majesty's Government have had under their consideration your Excellency's despatch No. 228, of the 4th instant, in which you report the result of your late communications with M. Guizot, on the subject of the Portendic claims, which seems to be, that the further consideration of those claims is likely to be adjourned for an indefinite period.

I have also received a final report from the British Commissioners at Paris on the same claims, in which they recapitulate all the circumstances which have attended their negotiations with the French Commissioners and Government, since the re-assembling of the Commission in February last, at the express desire of M. Guizot.

It appears that on the arrival of Mr. Rothery at Paris, on the 18th February last, a request was immediately made to the French Commissioners, that

they would fix the earliest day at their disposal for a meeting, to proceed to business; but it was not until the 17th of March that a day for meeting was appointed by the French Commissioners.

From the nature of the conference on that day, it became apparent to the British Commissioners, that little hope existed of obtaining any satisfaction for those injuries sustained by British claimants subsequent to the declaration of the blockade at Portendic in 1835, except by the reference of the matter to arbitration, as had already been proposed in the months of August and November last.

That proposal they accordingly renewed.

The French Commissioners stated that the point was then actually under the consideration of the French Government, and that the English Commissioners might expect an answer in a fortnight from that date.

On the 8th April, one of the French Commissioners replied to an application made to him on the 1st of the same month, that he expected shortly to be authorized by the French Minister for Foreign Affairs to propose another conference.

On the 15th April, no further communication having been received on the subject, the British Commissioners made fresh application to their French colleagues. And,

Again, on the 30th of the same month, the same appeal was repeated; but it was not until the 10th May that the French Commissioners replied; and then only to say that they expected, in a very few days, to be enabled to send an answer to the British proposal for an arbitration.

About the same time, M. Guizot had, in conversation with the British Commissioners, both conjointly and separately, given them clearly to understand that the principle of arbitration would be accepted; but that some difficulty was experienced respecting the manner in which the subject should be prepared for that purpose.

Notwithstanding the constant assurances of the French Commissioners, as well as of M. Guizot himself, that the principle of arbitration would be accepted, and that the question would be submitted to the Council on the 12th May, no reply was made to another appeal on the part of the British Commissioners; and, on the 28th of May, M. Guizot declared to Mr. Rothery that it would be impossible for him to bring the matter to a conclusion for a fortnight; but pledged himself, after that period, that there should be no further delay; and added, that he should be most happy at seeing the business terminated. He also, as reported in your Excellency's despatch No. 192, of the 10th of June, declared to you that he hoped shortly to be able to communicate with the Commissioners on the Portendic affair; and that, in the meanwhile, he could only tell you, that the French Government, after certain preliminary arrangements with the Commissioners, would agree to the arbitration.

A fortnight, however, still elapsed without any reply having been received; and on the 13th June, the British Commissioners called on M. Guizot, who informed them, that they might rest satisfied that the affair should now be arranged, and that they should know in a week the exact terms in which his answer would be given.

On the 17th June, however, a letter was received from one of the French Commissioners, stating that he did not think it likely that he should receive the definitive directions of his Government before the middle of July.

Without further pursuing this detail of repeated delays, it will suffice to add, that it was not until the 4th instant that M. Guizot's answer was made to your Excellency. From this it appeared that the affair having been brought before the Council, it was thought that, in consequence of the numerous and difficult questions it presented, no definitive resolution ought to be taken before the Members of the Cabinet should have been put in full possession of all the circumstances, and should have maturely examined them. It had therefore been determined, that a complete exposition of all the facts and arguments should be distributed to the Members of the Cabinet, which, after having taken cognizance of them, would deliberate afresh upon the subject.

The British Commissioners very justly remark that, had that answer been given in the month of February or March, it might have been considered in a very different light from that in which it must now be viewed, when, after a series of delays from February to July, which had occurred for the ostensible and declared purpose of enabling the French Government to come to a satis-

factory conclusion upon the matter in question, we now find ourselves precisely at the same point as at the commencement.

After the repeated promises made to us during five months, and as often unfulfilled, I regret to say that we can look upon this last communication from the French Government as little better than illusory, and as a mode of adjourning indefinitely the consideration of our just claims. These claims originated in outrages committed on the coast of Africa eight years ago; and, after various attempts to procure their acknowledgment and liquidation, the British Government consented to the establishment of a joint commission for the express purpose of examining the details, and bringing the whole matter to a speedy conclusion. More than two years have already elapsed since the appointment of this Commission.

We are sensible that we have already rendered ourselves liable to some reproach, on the part of the unfortunate sufferers by the aggressions of the French authorities on the coast of Africa, for the extreme point to which we have carried our forbearance towards the French Government, and our trust in its assurances.

We do not regret having exercised that forbearance, or having exhibited that confidence in its sense of justice and its good faith. But in exact proportion to the extent of that forbearance and confidence, is the degree of pain which we now feel at this last proceeding on the part of the Court of the Tuileries.

If considerations arising out of an earnest desire to cultivate a good understanding with France, forbid Her Majesty's Government from having recourse to those measures which the circumstances of the case would fully justify, they cannot conceal from themselves that a sense of what they owe to the dignity of the British Crown, and to the wrongs done to Her Majesty's subjects, will not suffer them to leave those wrongs longer unredressed.

I have, therefore, to instruct your Excellency to propose once more to M. Guizot, to move the French Council to agree, without further delay, to refer the whole subject of the British claims for redress and compensation, as well for those acts done before the blockade of the Bay of Portendic, as for those done subsequently to it, to the arbitration of some friendly Sovereign.

The reference proposed by the British Government in August and in November, embraced only the latter portion of these claims; and it is in conformity with the suggestion of M. Guizot himself, and in deference to his wishes, that it is now extended to each branch of the subject. M. Guizot has also signified to your Excellency his approbation of the King of Prussia, as the arbiter to be named on this occasion, the independence and elevation of whose character furnish the best guarantee for the impartiality of his decisions.

By this frank and unobjectionable course, the French Government will remove from themselves the possible imputation of any undue concession to Great Britain.

The English Government, and, as I have reason to trust, the English claimants, would not, on their side, be dissatisfied with a mode of proceeding which offers the prospect of an equitable solution of a serious difficulty.

The amicable relations of both countries, which are now endangered, would be maintained by such a settlement of the question in dispute between them, whatever might be the decision of the arbiter; and kindly feelings would take the place of that estrangement which, most unfortunately for the interest of both, the present discussion is but too well calculated to produce.

No. 24.

Lord Cowley to the Earl of Aberdeen.—(*Received July* 21.)

(No. 242.)

My Lord, *Paris, July* 18, 1842.

UPON the receipt of your Lordship's despatch No. 100, relative to the affair of Portendic, I called at the Foreign Office, with the intention of informing M. Guizot that such a despatch had reached me; but that, under the present distress and affliction in which the Royal Family and the Government were plunged, I intended to put off to a future day the communication which I was directed to make to his Excellency; not finding M. Guizot at the Foreign Office, I wrote him a note, requesting that he would fix a time for receiving me, and he appointed to-day at twelve o'clock.

I waited upon him at the hour appointed, having previously received Mr. Addington's private letter of the 16th instant, expressive of your Lordship's desire that, under the distressing circumstances of the Court and of the Government, I should abstain, for the present, from carrying into effect your Lordship's instructions.

I accordingly informed M. Guizot that your Lordship had instructed me to make a communication to him relative to the delay in coming to a decision on the subject of the Portendic claims, but that respect for the feelings of the King and of his Government, under the deep affliction they were suffering, had induced your Lordship to direct, in a letter which reached me this morning, that I should defer any communication upon the subject to a future occasion.

M. Guizot, after expressing his grateful sense of your Lordship's kind consideration, observed, that it was certainly true that the Royal Family, the Government, and indeed the whole country, were overwhelmed with affliction at the dreadful catastrophe of the 13th instant, that his whole time was engaged by the necessary preparations for the meeting of the Chambers on the 26th instant, when the question of the Regency was to be settled; that as for the affair of Portendic, it was impossible for him to enter upon it at present. It was his full determination to avail himself of the first favourable opportunity of bringing it to a conclusion; and that I was already aware that there would be no objection on his part to submitting it to the arbitration of a third Power.

M. Guizot did not mention any precise time for renewing the consideration of this affair; and I finished the conversation by saying that, for the reasons I had stated, I had no intention of pressing the subject upon him at the present moment.

I have, &c.,

(Signed) COWLEY.

No. 25.

Lord Cowley to the Earl of Aberdeen.—(*Received October* 20.)

My Lord, *Paris, October* 17, 1842.

I CALLED this morning upon M. Guizot, and was happy to learn from him that the Portendic question had been brought yesterday before the Council, and that, after a warm discussion, the Council had agreed that it should be submitted to arbitration. He added, that he had already agreed with Mr. Bulwer upon several points connected with this affair, and that the remainder would be settled at their next interview, which is fixed for Thursday the 20th.

I have, &c.,
(Signed) COWLEY.

No. 26.

Mr. Bulwer to the Earl of Aberdeen.—(*Received November* 10.)

My Lord, *Paris, November* 7, 1842.

I HAVE the honour to inform your Lordship, that M. Guizot, after having fully agreed to the note which has reference to the arbitration of His Majesty the King of Prussia, put into my hands a communication (here inclosed) which he said was from the French Commissioners, in answer to one to which no reply had hitherto been made, though it was addressed to them by myself and Mr. Rothery, the 4th October, 1841.

M. Guizot said, that he gave me this communication, as the French Commissioners were naturally anxious that the matter should not go to arbitration, without their having taken any notice of our long unanswered letter; but he added, that, though he gave me the paper on this account, it was merely the expression of the Marquis de Gabriac's personal opinions and of no consequence with respect to our arrangement, which stood by itself, and was in no way to be considered as connected with the document in question. I shall, however, think it advisable to write a short reply, in the name of myself and colleague, simply observing, that Her Majesty's Government, in agreeing to the mutual reserves which it has been thought proper to make, understands that His Majesty the King of Prussia will have full liberty to consider every point that bears upon the British claims, though His Majesty's decision as to these claims is not in any way to effect any of the rights that have been maintained, or any of the principles that have been asserted by either Government in the preceding discussions.

I have, &c.,
(Signed) HENRY LYTTON BULWER.

Inclosure in No. 26.

The Marquis de Gabriac to the British Commissioners.

Paris, ce 4 Novembre, 1842.

M. DUMON, absent en ce moment de Paris, et le Soussigné, ont reçu dans son temps la note portant la date du 4 Octobre, 1841, que Messieurs les Commissaires Britanniques leur ont fait l'honneur de leur adresser.

Diverses circonstances graves ayant retardé leur réponse, et le Gouvernement Français ne voulant pas qu'elle soit ultérieurement ajournée, même en vue de l'absence de M. Dumon, le Soussigné, d'après les ordres de son Gouvernement, se trouve seul chargé de faire à Messieurs les Commissaires Britanniques la réponse suivante.

La note du 4 Octobre, qui proposait aux Commissaires Français de terminer les affaires de Portendic par un jugement arbitral, a fixé d'une manière particulière l'attention du Gouvernement Français, aussi désireux que celui de la Grande Bretagne, de parvenir à une solution à la fois amiable et équitable de cette longue et pénible discussion.

Toutefois, si un juste égard pour la proposition du Ministère Anglais, et si un scrupuleux amour de la justice pouvaient déterminer le Gouvernement Français à déférer au jugement d'un tiers arbitre des réclamations repoussées jusqu'ici par les plus solides objections, ce ne serait pas sans modifications au projet Anglais.

Indiquer et motiver ces diverses modifications au moyen desquelles le Cabinet Français ne trouverait pas incompatible avec ses devoirs, d'accepter l'arbitrage proposé, formera exclusivement l'objet de la présente note.

Or, la première de ces conditions étant de ne pas mettre en question à propos d'une discussion pécuniaire, un droit de souveraineté nationale aussi importante qu'incontestable aux yeux du Gouvernement Français; le premier devoir du Soussigné sera de répondre aux objections élevées contre ce droit, et qui se résument dans les trois considérations suivantes :—

On conteste à la France en guerre avec la nation Africaine des Maures Trarzas, le droit de les canonner sur la plage de Portendic, et d'en fermer la baie :

1°. Premièrement, parcequ'on suppose que le marché de Portendic appartient à plusieurs autres nations qu'à celle des Trarzas, en sorte que les mesures dirigées contre ceux-ci, frapperaient injustement des nations neutres ;

2°. En second lieu, parcequ'il pourrait être douteux, aux termes du Traité de 1814, que la France eût droit à posséder Portendic ;

3°. Troisièmement, parcequ'on suppose que la France, en tout cas, n'en peut être propriétaire qu'aux termes de l'Article IX du Traité de 1783, dont l'Article XI assure au commerce Anglais une liberté de trafic qui ne devrait jamais être suspendue.

Ad Primum.

Relativement à la nationalité des Africains qui font avec les Anglais la traite de la gomme sur la plage de Portendic, la note Anglaise réservant, il est vrai, mais ne reproduisant pas, les argumens des premiers mémoires réfutés par le Comité du Contentieux, se borne aujourd'hui à en appeler à l'autorité de M. Roger, ancien Gouverneur du Sénégal, qui commence ainsi un paragraphe d'une lettre adressée au Soussigné : —

" Quelques caravanes appartenant à d'autres nations Maures apportent aussi des gommes à l'escale de Portendic. D'où Messieurs les Commissaires Anglais concluent qu'il suffit de la présence de ces quelques caravanes étrangères aux Trarzas, pour rendre illégales les mesures qui seraient destinées à frapper ceux-ci puisqu'elles atteindraient des nations neutres.

Mais M. Roger, à la fin de son paragraphe même, et dans tout le reste de sa lettre, établit,

" Que ces peuplades étrangères ne sont admises sur la côte de Portendic qu'à la double condition de n'être pas en guerre avec les Trarzas, et de leur

payer un droit ; qu'en effet les Maures qui campent à Portendic et font la police de l'escale, sont les Maures Trarzas ; que c'est le Roi des Trarzas qui en ce lieu perçoit les grandes coutumes pour la traite de la gomme ; que c'est avec lui que traitent les négocians Anglais eux-mêmes, pour obtenir de lui, et la permission d'acheter les gommes sur ce point, et la protection dont leur commerce a besoin, lui payant dans ce but les grandes redevances qui impliquent reconnaissance de la souveraineté."

Il est donc évident que quels que soient les individus étrangers aux Trarzas qui puissent venir se mêler à leur commerce à Portendic, ce marché appartient exclusivement à ce peuple, qui en fait la loi et la police, et auquel les étrangers qui veulent y trafiquer s'assujetissent pour tout le temps que dure ce marché. Les Trarzas lui donnent donc complètement leur nationalité. Cette base posée, et une discussion encore plus approfondie ne pourra qu'en faire ressortir toujours davantage la vérité, cette base une fois posée, les Français ne peuvent pas plus être arrêtés dans l'exercice de leur droit de guerre sur cette plage contre les Trarzas, par la chance d'y trouver quelques étrangers, que les Anglais, s'il étaient en guerre avec l'Espagne, ne seraient empêchés de bloquer ou de bombarder Cadiz, par la présence des négocians Français, Allemands ou Suisses, qui pourraient s'y rencontrer.

Ad Secundum.

La seconde difficulté soulevée contre le droit de la France, concernant la possession même de Portendic, emprunte sa force au raisonnement suivant:

" Le Traité de 1783, qui assigne nominativement Portendic à la France, n'existe plus. Il a été remplacé par celui de 1814, qui restitue, il est vrai, à la France, les colonies, pêcheries, comptoirs, et établissemens en tout genre que la France possédait au 1er Janvier, 1792. Mais, attendu que Portendic n'est compris dans aucune de ces catégories, et que le fort qui s'y trouvait, était en ruines, et abandonné avant le 1er Janvier, 1792, il est douteux que la France possède encore, *de jure*, la plage de Portendic, sur laquelle l'Angleterre pourrait à son tour élever des prétentions."

Cependant le Comité du Contentieux, dans la dernière partie de son second mémoire, avait rappelé qu'entre les années 1763 et 1783, le Gouvernement Anglais, maître du Sénégal en vertu de l'Article X du Traité de Paris, réclama en outre, en 1773, la possession exclusive des côtes d'Arguin et de Portendic, qui n'étaient point mentionnées dans l'Article X, mais qu'il prétendait faire partie des dépendances de la Rivière du Sénégal : prétention admise par la France, ainsi qu'en fait foi la lettre du Duc d'Aiguillon, alors Ministre des Affaires Etrangères, à Mylord Stormont, Ambassadeur d'Angleterre, en date du 17 Juin, 1773; prétention qui, ainsi reconnue, autorisa l'Angleterre à fermer la Baie de Portendic à tous les négocians étrangers. La baie et le territoire de Portendic étaient donc alors considérés par la France et l'Angleterre comme faisant partie de la Colonie du Sénégal, lorsque cette colonie et le fort du Portendic furent cédés à la France en 1783. Et ce qui achève de prouver que ce n'étaient pas les seules murailles du fort que étaient cédées, c'est la nécessité où se trouvait l'Angleterre d'obtenir l'autorisation de la France pour lui emprunter l'usage de la baie et de la côte de Portendic en faveur du commerce Anglais. Or, le même droit de propriété coloniale qui existait avant 1792, ayant été formellement restitué à la France par l'Article VIII du Traité de 1814, la France possède ce sol et cette baie de Portendic, non d'après un titre douteux, mais par la disposition du Traité de 1814, et par conséquent, en vertu d'un droit incontestable et parfait.

Ad Tertium.

Mais, en troisième lieu, le principal argument produit contre le droit de la France se fonde sur la liberté de faire à Portendic la traite de la gomme, concédée aux Anglais par l'Article XI du Traité de 1783. La note Anglaise s'efforce de démontrer tout ce qu'il y aurait, suivant elle, en faveur de ce privilège d'absolu dans ce Traité, comme aussi à l'égard de ce privilège de destructif dans l'application du droit de la France ; d'inquiétant dans les intentions du Gouvernement Français ; et tout ce qu'il y aurait eu dans la fermeture de la Baie de Portendic

en 1835, de calcul hostile dirigé contre ce privilège pour favoriser le commerce Français. Le Soussigné cherchera à apprécier ces diverses considérations, tout en reconnaissant combien les mémoires du Comité du Contentieux ont laissé peu à dire sur la partie théorique de cette discussion.

Et d'abord, ce qu'il y a d'absolu dans le Traité de 1783, en faveur de ce privilège.

Suivant les mémoires des Commissaires Anglais et leur dernière note, la liberté en question aurait été la condition particulière, on dirait le tribut, en retour duquel le Sénégal avait été restitué à la France en 1783. Cependant cette sorte de corrélation particulière entre ces deux stipulations, ne se trouve exprimée nulle part dans le Traité de 1783. Il ne se trouve entre ces deux articles qu'une corrélation générale comme entre tous les articles d'un traité : corrélation qui ne peut elle-même subsister qu'autant que leur lien commun, que ce Traité lui-même, subsiste. Or, ainsi qu'il a été dit, il n'existe plus, à cause de la guerre qui l'a suivie, et du silence du Traité de 1814, qui ne l'a point fait revivre en termes généraux. Il n'a donc plus de valeur que comme document officiel pour régler les points à l'égard desquels il est indispensable d'avoir recours à lui, d'après le Traité de 1814. Mais, dans ce dernier Traité, le Soussigné n'a pu découvrir aucune disposition qui fit revivre l'Article XI du Traité antérieur de 1783. Dira-t-on que la restitution à la France de ses colonies Africaines suffisait à elle-seule pour faire revivre la charge en question? Toutefois, en matière de servitude publique, l'obligation doit être clairement formulée. Ainsi, lorsqu'il s'est agi de rétablir en faveur de la France le droit de pêche sur le Grand Banc de Terre Neuve et dans le Golfe du Saint Laurent, les négociateurs du Traité de 1814 ne se sont pas contentés d'avoir par l'Article VIII restitué à la France ses pêcheries, mais, comme il s'agissait de revalider un droit à la charge de l'une des Puissances Contractantes, l'Article XIII a été spécialement consacré à rendre à la France les droits de pêche qu'elle exerçait sur ces différens points avant 1792. Rien d'analogue n'a été exprimé pour faire revivre la liberté commerciale en question dont l'Angleterre jouissait dans la Baie de Portendic avant 1792. La France ne pourrait-elle donc pas à son tour en conclure qu'aux termes du Traité de 1814, cette liberté ne subsiste plus?

Toutefois, un exercice de bonne foi de ce privilège pouvant être invoqué par les commerçans Anglais, le Gouvernement Français ne se prévaudra point contre eux, dans cette discussion, du silence du Traité de 1814. Et peut-être même l'observation n'en eut pas été faite, si les Anglais n'eussent attribué à cette liberté commerciale une influence exagérée.

Que dit en effet à ce sujet la note Anglaise? Après avoir indiqué que le privilège commercial stipulé par l'Article XI du Traité de 1783 avait eu même date et même origine que le droit que la France exerce sur le Sénégal aux termes de l'Article IX du même Traité, elle en conclut que le droit commercial Britannique ne permet pas que la France, en guerre avec la nation Trarza, canonne ces peuples sur la rive de Portendic, et leur interdise les approvisionnemens que le commerce Anglais leur fournit en échange de leur gomme.

C'est-à-dire, qu'au nom d'une liberté de trafic concédée à l'Angleterre par l'Article XI du Traité de 1783, elle refuse à la France l'exercice du droit le plus essentiel de la souveraineté reconnue par l'Angleterre à l'Article IX, car elle veut interdire à la France le droit de faire la guerre à ses ennemis, non pas en haute mer, non pas sur un territoire étranger, mais dans les eaux qui lui appartiennent, et sur son propre sol. En sorte que cette liberté commerciale Anglaise serait au Sénégal plus forte, plus souveraine, que la souveraineté même de la France, et la dominerait.

Mais une telle prétention peut-elle se soutenir? N'est-il pas évident que sous la plénitude du droit de défense, la plénitude du droit de propriété n'existerait pas? N'est-il pas certain que l'étendue du droit se mesurant à l'étendue des devoirs, on ne saurait faire prévaloir une faculté de simple usage, qui n'entraîne avec elle aucune obligation, et dont un délai n'altère point l'essence, sur les droits exceptionnels que donne, on pourrait dire qu'impose, la souveraineté d'un pays, lorsque sa dignité, sa sécurité, sa conservation font pêser sur cette souveraineté la plus grave responsabilité? N'en résulte-t-il point par une inévitable conséquence, qu'aussi longtemps que par l'effet de la guerre ces grands intérêts sont en souffrance, tous droits d'usage, de passage, de trafic, d'exploitation concédés, même par traités, ne peuvent être préférés, et demeurent subordonnés aux mesures extraordinaires commandées par les nécessités de la lutte; et par

l'intérêt immense pour le belligérant, comme pour l'humanité entière, de mettre fin à cet état funeste, et d'atteindre le but sacré de la paix?

Un exemple éclaircira encore davantage ce sujet. Sans doute l'Article XI du Traité de 1783, dérogeant au monopole commercial établi aux colonies Françaises en faveur de la métropole, avait mis le commerce Anglais au Sénégal sur le pied de libre pratique dont il jouit dans les ports de la France Européenne; toutefois avec cette double infériorité de ne pouvoir ni trafiquer qu'à Portendic, ni dans cet endroit former aucun établissement permanent. Mais en France même, où sa condition était meilleure, où le Traité Commercial de 1786 lui assurait par des droits conventionnels les plus amples facultés de commerce dans tous les ports, pense-t-on que si, en 1718, par exemple, la ville de Bayonne eût été prise par les Espagnols en guerre avec la France, celle-ci n'eut pas eu le droit de s'opposer à ce que les bâtimens d'aucune nation, pas même les bâtimens Anglais, n'entrassent dans le port de Bayonne?

Mais, dit la note Anglaise, il ne pouvait être fait au Senégal d'exception à l'inviolabilité du privilège Britannique qu'à l'occasion d'une circonstance extraordinaire, telle que celle "où des tribus sauvages de l'Afrique se jetant à l'improviste sur les possessions Françaises du Sénégal, mettraient en danger non seulement ses établissemens, mais encore la vie de ses habitans." Puis, elle ajoute, "Toutefois, ce serait une plaisanterie que d'appliquer l'argument que peut fournir un incident aussi grave à une guerre commencée et maintenue pour le plaisir ou l'ambition de la France. Si cela était ainsi, la nation Britannique ne posséderait plus un privilège, mais une chose dépendante du caprice de la France."

Ici une première observation trouve sa place. Ces guerres avec les Trarzas, dont on parle comme de parties de plaisir ou de satisfaction d'ambition, sait-on ce qu'elles sont? Ce sont des guerres dans lesquelles un ennemi pillard et belliqueux ravage souvent les possessions Françaises, sans qu'il soit ensuite possible de l'atteindre dans sa fuite, protégée par la profondeur des sables brûlans du Désert; des guerres dans lesquelles le courage ne peut ni se mesurer avec l'ennemi, ni résister aux cruelles atteintes d'un sol et d'un climat meurtriers; des guerres qui épuisent la Colonie du Sénégal, et dans lesquelles ses soldats périssent sans gloire, son commerce souffre sans compensation, et la paix se conclut sans indemnité.

Ce n'est donc pas sans de très graves motifs qu'une pareille guerre peut être faite, ni qu'en 1833 elle avait été entreprise. Il s'agissait, quoiqu'en dise la note Anglaise, de faire respecter un traité conclu avec les Trarzas, d'empêcher une combinaison d'alliance très dangereuse pour la colonie, de venger les déprédations, les meurtres, les incendies commis par les Trarzas sur les habitations Françaises de la rive gauche du Sénégal. Voilà les faits.

Or, en droit pour être autorisé à invoquer le droit de défense et de conservation nationale, il n'est pas nécessaire, comme la note Anglaise le suppose, d'être prêts à périr au milieu d'une invasion de barbares; situation violente et de peu de durée, où, par parenthèse, la fermeture d'une baie serait de peu de secours. Mais, il suffit, pour invoquer ce droit de conservation et de défense nationales, et pour employer tous les moyens de guerre qu'il autorise, d'avoir précisément à prévenir de semblables désastres; à déjouer les combinaisons hostiles qui les pourraient amener; à faire respecter les traités; à réprimer les attaques contre la propriété et la vie des colons; à prévenir enfin tout ce qui peut menacer la sécurité de la colonie. Il est vrai que le langage de la note Anglaise semblerait réserver à la Grande Bretagne l'appréciation de pareilles circonstances. Mais le Soussigné devrait protester avec force contre une pareille prétention, si elle était plus franchement énoncée. La France seule est évidemment en position et en droit d'apprécier les motifs soit de faire la guerre, soit de la faire ainsi. Et comme la note Anglaise demande ce que devient alors le privilège attribué aux Anglais, le Soussigné répond qu'il demeure un privilège unique, concédé à la seule Angleterre dans une colonie Française, et constamment respecté, sauf six mois d'une exception très légitime commandée par un cas de guerre. S'ils insistent cependant encore même sur une semblable exception, le Soussigné demandera à son tour ce que deviendrait la propriété garantie à la France par le Traité de 1814, si pour la défendre elle ne pouvait recourir aux moyens dont use la guerre qu'avec l'autorisation de la Puissance intéressée à ce qu'elle n'en usât pas? Ce que deviendrait la souveraineté même et l'indépendance de la France, si, supportant au Sénégal toutes les charges de la souveraineté, elle ne pouvait en

exercer les droits que d'une manière restreinte et subordonnée au contrôle d'une Puissance étrangère? Evidemment, quels que soient pour la Grande Bretagne les égards de la France, elle ne peut cependant sacrifier les droits les plus inviolables d'une nation aux inquiétudes du commerce Anglais.

Cependant on argumente toujours de ces alarmes. Voyez, dit la note Anglaise, les Traités de M. de Répentigny en l'an 1788, les livres, les journaux qui déplorent le privilège Anglais! Mais, de bonne foi, peut-on en rendre responsable le Gouvernement Français actuel? La délivrance de Sainte Marie de Bathurst en 1831, lorsqu'un Gouverneur du Sénégal exposa pour la cause Anglaise la vie de ses soldats et le comptoir Français d'Albreda, prouve-t-elle de l'hostilité de la part de la France pour les colons Anglais? Et si la France voulait attaquer le privilège Anglais, n'invoquerait-elle pas plutôt le silence du Traité de 1814, au lieu de s'attacher comme on l'a supposé, au dangereux prétexte d'une guerre pour suspendre un peu de temps ce privilège d'une manière détournée?

Il est vrai qu'on attribue la détermination prise en 1835 à un calcul dirigé contre ce privilège pour favoriser le commerce Français. La preuve s'en trouverait dans les status d'une association commerciale formée à St. Louis du Sénégal, d'après lesquels non seulement le prix de la gomme aurait dû être abaissé dans le cas où la Baie de Portendic serait fermée, mais, en outre, il aurait été convenu que tout le commerce de la gomme serait fait à l'Escale du Coq pendant la guerre, et que ce ne serait qu'après la paix qu'on commercerait aux autres stations. "Or," ajoute la note Anglaise, "la factorerie du Coq étant la station particulièrement réservée aux Trarzas, c'est évidemment pour y procurer aux Français toute la gomme refusée aux Anglais à Portendic, que la fermeture de la baie aurait été ordonnée."

Faut-il ici faire remarquer d'abord combien il est injuste de rendre le Gouvernement Français responsable des projets ou des calculs des négocians en question? Ensuite les faits suffisent pour le justifier. Car si la fermeture de Portendic eut été le résultat d'une spéculation commerciale, du moins le Gouverneur du Sénégal, après la fermeture, aurait prolongé le plus longtemps possible cet état de choses. La guerre fructueuse avec Portendic fermé aurait duré plus longtemps que la guerre fructueuse sans blocus. Toutefois, par un effet opposé, la guerre avec Portendic ouvert avait durée dix-huit mois sans résultat, tandis qu'avec Portendic fermé, la paix a été négociée, conclue, et signée ou bout de six mois. Ce fait seul prouve assez clairement que le Gouvernement Français n'a eu recours à la fermeture de la baie que pour interdire aux Trarzas les secours que leur fournissaient, on pourrait dire des auxiliaires, qui alimentaient la guerre; pour obtenir ainsi la paix le plus tôt possible; et qu'à cet égard son intention avait été aussi légitime que le moyen qu'il avait choisi s'est trouvé efficace. Il y a plus. En alléguant qu'une association Française aurait pris l'engagement de ne commercer pendant la guerre qu'à la factorerie du Coq et seulement après la paix aux autres stations, la note Anglaise prouve directement le contraire de ce qu'elle veut établir; car, quoiqu'on ait pu dire, le Soussigné s'est assuré par le commerce et l'administration, et il affirme comme certain, que les Trarzas commercent avec les Français sur les bords de ce fleuve, à l'Escale du Désert, ou à celle de Gayé, et que l'Escale du Coq est exclusivement réservée aux Bracknas. Ainsi la convention alléguée plus haut, suppose, et démontre victorieusement que les commerçans Francais ne traitaient pendant la guerre, qu'avec les Bracknas, et que toutes les assertions si souvent répétées sur leur prétendu commerce à cette époque avec les Trarzas, étaient dénuées de fondement.

Le Soussigné pense donc avoir loyalement exposé et combattu toutes les objections auxquelles le droit de la France et son application ont donné lieu; et il croit leur avoir répondu de manière à prouver, que non seulement ce droit est légitime, mais qu'il est trop intimement lié aux droits de souveraineté de la France, trop essentiel à la sécurité de sa colonie, pour que le Gouvernement Français puisse le mettre en jeu dans un arbitrage, ni qu'il doive le faire par cela seul que ce droit a été contesté.

Mais ce droit réservé, s'est-il rencontré dans son application des irrégularités d'une nature telle qu'elles puissent donner ouverture à de justes demandes d'indemnité? Ceci est une question d'équité et de bonne foi. Et quoique le Cabinet Français l'ait, après un mûr examen, résolue en sa faveur, il ne se refuserait pas à donner au Cabinet de Sa Majesté Britannique une preuve de son

esprit de conciliation, en adoptant l'arbitrage proposé sous la réserve déjà faite, et sous celles qui vont être exposées.

Effectivement, le Gouvernement Français ne saurait, en second lieu, admettre la scission des réclamations dont la note Anglaise propose de ne soumettre qu'une partie à l'arbitrage, et de satisfaire l'autre sans contestation. Sans entrer maintenant, à l'égard du "Governor Temple" et de "l'Industry," dans une discussion qui pourrait être plus utilement reprise devant l'arbitre, il est évident que l'on ne saurait demander au Gouvernement Français de reconnaître comme liquides, et de satisfaire sans contestation, des réclamations dont il a jusqu'ici constamment réfuté le principe et refusé l'admission. D'ailleurs, lors même que, contre son attente, une indemnité serait accordée pour ces deux bâtimens. il n'en résulterait point, par cela seul, que la réclamation relative à la cargaison du "Matchless" dût être admise. Cette répétition est encore plus que toute autre, sujette à contestation. Le Gouvernement Français demande donc que ces trois affaires soient également renvoyées avec les autres au jugement de l'arbitre.

En troisième lieu, le Gouvernement Français ne s'est point occupé dans les discussions précédentes, du montant des sommes réclamées par les négocians Anglais. Seulement, les Soussignés ont eu occasion de remarquer la variation des sommes demandées, et leur probable exagération. Il parait en effet bien difficile de faire monter à près de trois millions de francs les dommages causés par le simple renvoi de quelques bâtimens de petit tonnage auxquels on n'a pas enlevé la moindre chose, sans que les estimateurs n'ayent porté en compte en outre des pertes réelles, des mécomptes supposés sur des espérances de gains sans limite et sans fondement; à cette observation le Soussigné doit ajouter que dans le cours de la discussion générale il s'est trouvé quelques inexactitudes dans certaines déclarations des négocians en question. Ainsi, conformément aux assurances que Mr. Rendall, Governeur de Gambie, transmettait en date du 30 Août, 1834, au Gouverneur du Sénégal, ces négocians ne devaient transporter aucune munition de guerre à Portendic. Cependant le Comité du Contentieux ayant fait remarquer que "l'Eliza" en avait transporté pour £1005 11 shillings 6 pence sterling, les négocians Anglais n'alléguèrent point alors, comme ils l'ont fait depuis, que ces munitions avaient été transportées à Gambie ; mais, dans leur second mémoire, en convenant du fait, ils ajoutèrent que ces munitions étaient les seules qu'ils eussent expédiées à Portendic; et cependant cette déclaration même ne s'est pas trouvée exacte; et le Comité du Contentieux montra dans son second mémoire, qu'il y avait eu en outre de cet envoi, d'autres apports de munitions pour 802 livres et 7 shillings sterling.

Ces contradictions ne sont peut-être qu'apparentes, et pourraient s'expliquer aisément; mais, quoiqu'il en soit, le Gouvernement Français ne fera qu'invoquer un principe d'équité en demandant que dans le cas où, contre son attente, il devrait accorder des indemnités, le montant, au lieu d'en être réglé directement par les intéressés avec l'arbitre, fût fixé par une Commission Mixte Anglo-Française, départagée au besoin par un Commissaire Prussien.

Une quatrième et dernière observation se présente. On a demandé comment on pouvait bloquer son propre territoire? Sans doute aucune règle du Droit des Gens ne s'y oppose; et sans avoir besoin de rappeler des exemples, il est évident qu'un Gouvernement doit pouvoir interdire tout approvisionnement à une ville ou à une partie de son territoire occupée par des rébelles ou envahie par des ennemis. Au fait, dans l'affaire de Portendic il ne s'agit que d'une question de mots. L'expression de fermeture de la Baie de Portendic, eut peut-être été plus exacte dans ce cas ci que celle de blocus. Mais, quoiqu'il en soit, puisque cette question a été soulevée, le Soussigné doit dire ici, qu'en matière de blocus, le droit maritime de la France reconnait pour valide les blocus locaux établis par les chefs militaires au nom des Puissances belligérantes, même avant que la notification officielle de ces blocus ait été transmise aux Gouvernemens neutres. En retour, elle n'admet pas qu'aucun bâtiment marchand arrêté par l'escadre bloquante puisse être confisqué à première vue, même lorsqu'il est parti de son pays après que la notification du blocus y était parvenue. Tel est, sur ce point, le droit maritime de la France; tel qu'elle l'a même consacré par des transactions diplomatiques, notamment par une convention avec le Brésil, en date du 21 Août, 1828. Le droit maritime Anglais est peut-être plus variable. Mais enfin, il est certain que des commandans Anglais ont usé du droit d'établir des blocus antérieurement à toute notification aux Gouvernemens neutres; et même avec une telle extension que

la validité en aurait pu être contestée sous ce rapport. Ainsi l'Amiral Cochrane a bloqué toute la côte des Etats Unis de l'Amérique du Nord, en date des Bermudes, le 25 Avril, 1814; et le Géneral Turner, par une proclamation datée de Freetown, le 4 Mars, 1826, a mis en état de strict et rigoureux blocus, sans notification préalable, et, dit la proclamation, "*à partir de ces présentes*," quarante lieues de côte Africaine, depuis Camalay jusqu'à Capo Monte. Ces exemples suffisent pour montrer que le Gouvernement de Sa Majesté Britannique n'a pas de motif pour contester le droit maritime de la France; et le Gouvernement Français demande que la sentence arbitrale ne contienne rien qui puisse l'attaquer.

De la sorte, ajournant toute discussion ultérieure sur les points dont l'examen réservé pour l'arbitre serait infructueusement abordé en ce moment, le Soussigné, au nom de son Gouvernement, pourrait accepter l'arbitrage proposé, aux conditions suivantes :

1°. Que le droit de la France à fermer la Baie de Portendic lorsqu'elle est en guerre avec les Trarzas, ne serait point soumis au jugement de l'arbitre.

2°. Que l'arbitrage porterait sur la totalité des réclamations Anglaises.

3°. Que l'arbitre prononcerait seulement sur la question de savoir s'il y a lieu, ou non, à indemnité, réservant dans ce dernier cas la fixation du dommage à une Commission de Liquidation composée d'un nombre égal de Commissaires Français et Anglais, auxquels serait adjoint un Commissaire Prussien, pour, en cas de besoin, les départager.

4 . Que la sentence arbitrale ne contiendrait rien qui affectât le droit maritime de la France en matière de blocus, tel qu'il vient d'être exposé dans cette note.

Quant au choix de l'arbitre, le Soussigné est autorisé à déclarer, que le Gouvernement de Sa Majesté le Roi de Prusse parait au Gouvernement Français comme au Gouvernement Britannique, réunir toutes les garanties de lumière et d'indépendance désirables dans un arbitre; et que sur ce point le Gouvernement Français s'accorde parfaitement avec le Gouvernement Anglais.

En priant Messieurs les Commissaires Anglais de vouloir bien porter le contenu de la présente note à la connaissance de leur Gouvernement, le Soussigné, &c.

(Signé) GABRIAC.

[For translation, see page 365]

No. 27.

The Earl of Aberdeen to Lord Cowley.

(No. 153.)
(Extract.) *Foreign Office, November* 11, 1842.

I HAVE to inform your Excellency that Her Majesty's Government have taken into their consideration the draft of a note for settling the terms of arbitration of the Portendic claims, which has been agreed upon between Mr. Bulwer and M. Guizot, a copy of which Mr. Bulwer has transmitted to me in his despatch of the 7th instant, preparatory to inviting His Majesty the King of Prussia to undertake the office of arbiter. Her Majesty's Government approve that note, and I have accordingly to instruct your Excellency to sign it, conjointly with M. Guizot.

No. 28.

Mr. Bulwer to the Earl of Aberdeen.—(Received November 17.)

My Lord, *Paris, November* 14, 1842.

I HAVE the honour to inclose to your Lordship a copy of the note which I addressed to the French Commissioners this day, and which was delivered to M. Guizot by Lord Cowley.

I have, &c.,
(Signed) H. L. BULWER.

Inclosure in No. 28.

Mr. Bulwer to the French Commissioners.

Gentlemen, *Paris, November* 14, 1842.

I BEG to acknowledge your letter remitted to me by M. Guizot, and to observe, in the name of myself and colleague, that Her Majesty's Government, in submitting the Portendic claims to the arbitration of His Majesty the King of Prussia, understands that all the said claims, and all the circumstances connected with the said claims, should be open to the consideration of the arbiter, and be matters on which he is to form his decision; but that that decision is not to be regarded either by Great Britain or France as in any way affecting any of the rights which have been maintained, or any of the principles which have been asserted by either Government during the course of our discussion.

A note, however, that will be agreed to and signed by the persons duly authorized for that purpose by the two Governments, will fully specify their views as to this matter.

I have, &c.,
(Signed) HENRY BULWER.

No. 29.

Lord Cowley to the Earl of Aberdeen.—(Received November 17.)

(No. 373.)

(Extract.) *Paris, November* 14, 1842.

IN reply to your Lordship's despatch No. 153, of the 11th instant, I have the honour to inform you, that M. Guizot having agreed to the form of signature proposed by your Lordship, two notes, in French and English, were this day signed by that Minister and by me. The one in which precedence is taken by Great Britain I have the honour to inclose, with the French translation in the opposite column.

Inclosure in No. 29.

DECLARATION by which Great Britain and France mutually accept the arbitration of Prussia on the claims of British Subjects, arising from the measures adopted by France, in the years 1834, 1835, *on the coast of Portendic.*

The measures adopted by the French Government, in 1834, 1835, on the coast of Portendic, during the war in which it was engaged with the Trarza Moors, gave rise to numerous and pressing claims on the part of the British merchants engaged in the gum trade on that coast. Those claims were from 1836 up to 1840 the subject of much correspondence and discussion between the British and French Governments. But no understanding having been come to thereupon, Commissioners on both sides were appointed

DECLARATION souscrite par la Grande Bretagne et la France pour l'acceptation mutuelle de l'arbitrage de la Prusse sur les réclamations élevées par des Sujets de Sa Majesté Britannique à l'occasion des mesures adoptées par la France, en 1834 *et* 1835, *sur la côte de Portendic.*

Les mesures adoptées par le Gouvernement Français, en 1834 et 1835, sur la côte de Portendic, pendant la guerre qu'il avait à soutenir contre les Maures Trarzas, ont amené de la part des négocians Anglais qui faisaient sur cette côte le commerce de la gomme, de nombreuses et pressantes réclamations. Ces réclamations ont donné lieu, de 1836 à 1840, entre le Gouvernement Britannique et le Gouvernement Français, à des correspondances et à des discussions prolongées, sans que les deux Gouvernemens

in 1840 to examine into the said claims, and to endeavour to put an end to the difference of which they were the cause. These Commissioners, however, not having been able to arrive at any agreement, the British Government has proposed that the affair should be submitted to the arbitration of His Majesty the King of Prussia; and the French Government being desirous to give a proof of the sentiments of justice by which it is animated, and placing entire confidence in the wisdom and perfect impartiality of His Majesty the King of Prussia, has agreed to this proposition, declaring, nevertheless, that whatever may be the nature or form of the decision pronounced by the arbiter, that decision will not, in its eyes, be regarded as prejudicing in any way, even by induction, the principles which it has invariably professed in the matter of blockades and maritime law, nor as affecting any of the rights belonging to the sovereignty which it has always claimed to hold, in virtue of treaties, over the coast of Portendic. In like manner the British Government declares that the decision of the arbiter, whatever it may be, will not, in its eyes, even by induction, be considered as prejudicing any rights it has claimed, or any principle it has asserted. The two Governments, therefore, have agreed to submit to the examination of His Majesty the King of Prussia, the whole of the claims as to this affair which have been presented by British subjects, and to request His Majesty to be pleased to pronounce as arbiter upon the question as to whether, in consequence of the measures and circumstances which preceded, accompanied, or followed the establishment and the notification of the blockade of the coast of Portendic in 1834, 1835, any real injury was unduly inflicted on such and such British subjects, while they were pursuing on the said coast a regular and lawful trade, and as to whether France is equitably bound to pay to such or such class of the said claimants any compensation by reason of such injury. If, as the two Governments hope, His Majesty the King of Prussia should graciously accept the arbitration which it is their desire to place in his hands, communication shall be made to him of all the despatches, notes, and other documents, which have been exchanged in this affair between the two Governments; and His Majesty will also receive all further information which he may require, as well as all

soient parvenues à s'entendre. En 1840 des Commissaires ont été nommés de part et d'autre pour examiner les dites réclamations, et chercher les moyens de mettre fin au différend dont elles étaient la cause. Or, ces Commissaires n'ayant pu arriver à aucun arrangement, le Gouvernement Britannique a proposé de soumettre cette affaire à l'arbitrage de Sa Majesté le Roi de Prusse; et le Gouvernement Français voulant donner une preuve des sentimens d'équité qui l'animent, et portant aux lumières et à la haute impartialité de Sa Majesté le Roi de Prusse, une pleine confiance, a adhéré à cette proposition, en déclarant toutefois que la décision arbitrale à intervenir, quelles qu'en doivent être la nature et la forme, ne saurait, à ses yeux, même par voie d'induction, porter aucune atteinte aux principes qu'il a invariablement professés en matière de blocus et de droit maritime, non plus qu'aux droits inhérens à la souveraineté qu'il a toujours soutenu lui appartenir, d'après les termes des traités, sur la côte de Portendic. De même, le Gouvernement Britannique déclare que cette décision de l'arbitre, quelle qu'elle soit, ne sera pas, à ses yeux, considérée, même par voie d'induction, comme portant atteinte à aucun des droits qu'il à réclamés, ni à aucun des principes qu'il a maintenus. Les deux Gouvernemens sont alors convenus de soumettre à l'examen de Sa Majesté le Roi de Prusse la totalité des réclamations présentées dans cette affaire par des sujets Britanniques, et de prier Sa Majesté de vouloir bien se prononcer comme arbitre sur la question de savoir si, par suites des mesures et des circonstances qui ont précédé, accompagné, ou suivi l'établissement et la notification du blocus de la côte de Portendic en 1834 et 1835, un préjudice réel a été induement apporté à tels ou tels sujets de Sa Majesté Britannique exerçant sur la dite côte un trafic régulier et légitime, et si la France est équitablement tenue de payer à telle ou telle classe des dits réclamans, des indemnités à raison de ce préjudice.

Si, comme les deux Gouvernemens l'espèrent, Sa Majesté le Roi de Prusse veut bien accepter l'arbitrage qu'ils désirent remettre entre ses mains, communication lui sera donnée de toutes les dépêches, notes, et autres pièces qui ont été échangées dans cette affaire entre les deux Gouvernemens; et Sa Majesté recevra également tous les renseignemens qu'elle demandera,

that which either Government may think it necessary to lay before him.

The two Governments, moreover, engage mutually to accept the decision of the King of Prussia and its consequences; and should that decision declare indemnity to be due to such or such a class of British claimants, Commissioners of liquidation, the one English, the other French, to whom, if necessary, shall be adjoined a Prussian as Umpire, shall be charged with the application of the said decision to the individual claims which have been presented by British subjects, and shall determine the sum which ought to be allowed for each claim comprised within the classes of claims to which the arbiter shall have declared an indemnity to be due.

In witness whereof, we Ambassador Extraordinary and Plenipotentiary of Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, at the Court of His Majesty the King of the French,—and we, Minister and Secretary of State for the Department of Foreign Affairs of His Majesty the King of the French, duly authorized by our respective Sovereigns, have signed the present Declaration, and affixed thereto our seals.

Done in duplicate, at Paris, the fourteenth day of November of the year 1842.

(L.S.) (Signed) COWLEY.
(L.S.) (Signed) GUIZOT.

et tous ceux que l'un ou l'autre Gouvernement croira avoir besoin de placer sous ses yeux.

Les deux Gouvernemens s'engagent, en outre, réciproquement à accepter la décision arbitrale de Sa Majesté le Roi de Prusse et ses conséquences; et si, d'après cette décision, il est déclaré qu'une indemnité est due à telle ou telle classe de réclamans Anglais, des Commissaires liquidateurs, l'un Anglais, l'autre Français, lesquels seront départagés au besoin par un Commissaire surarbitre Prussien, seront chargés d'appliquer la dite décision aux réclamations individuelles qui ont été présentées par des sujets Britanniques, et régleront la somme qui devra être allouée pour chaque réclamation comprise dans les classes de réclamations auxquelles l'arbitre aura déclaré qu'une indemnité devait être allouée.

En foi de quoi, nous, Ambassadeur Extraordinaire et Plénipotentiaire de Sa Majesté la Reine du Royaume Uni de la Grande Bretagne et d'Irlande près Sa Majesté le Roi des Français,—et nous, Ministre et Secrétaire d'Etat au Département des Affaires Etrangères de Sa Majesté le Roi des Français, duement autorisés par nos Souverains respectifs, avons signé la présente Déclaration, et y avons apposé nos cachets.

Fait double, à Paris, le quatorzième jour de Novembre de l'an 1842.

(L.S.) (Signé) COWLEY.
(L.S.) (Signé) GUIZOT.

No. 30.

The Earl of Aberdeen to Mr. Bulwer.

Sir, *Foreign Office, November* 18, 1842.

I HAVE received your two despatches of the 7th and 14th instant, the first inclosing a copy of a note dated the 14th instant, from M. de Gabriac, one of the French Commissioners for the Portendic claims, in answer to the note which you and Mr. Rothery addressed to the French Commissioners so long ago as the 4th of October, 1841, and the second inclosing a copy of your reply thereto.

As you state that M. Guizot, when he placed M. de Gabriac's note in your hands, declared distinctly that it was of no consequence with respect to the arrangement with himself which you had then agreed upon, and which *stood by itself, and was in no way to be considered as connected with that communication,* Her Majesty's Government, after such a declaration, entirely concur in the opinion that the note of M. de Gabriac may be considered as of no consequence. I have therefore only to express to you my approval of the reply which you have made.

I am, &c.,
(Signed) ABERDEEN.

No. 31.

The Earl of Aberdeen to the Earl of Westmorland.—November 25, 1842.

[See No. 1, page 3.]

Inclosure in No. 31.

Draft of a Note to be delivered to the Prussian Minister for Foreign Affairs by the Representatives of Her Majesty and the King of the French.

[See Inclosure in No. 1, page 3.]

No. 32.

The Earl of Westmorland to the Earl of Aberdeen.—December 14, 1842.

[See No. 2, page 4.]

Inclosure in No. 32.

Baron Bülow to the Earl of Westmorland.—December 13, 1842.

[See Inclosure No. 2, page 4.]

TRANSLATIONS OF DOCUMENTS IN THE STATEMENT ON THE PART OF HER BRITANNIC MAJESTY RELATIVE TO THE CLAIMS OF HER MAJESTY'S SUBJECTS ON THE GOVERNMENT OF FRANCE, ARISING OUT OF THE MEASURES ADOPTED BY THAT GOVERNMENT IN THE YEARS 1834 AND 1835, ON THE COAST OF PORTENDIC.

DIVISION I.

Admiral de Rigny to Earl Granville.—Page 6.

Monsieur l'Ambassadeur, *Paris, October* 26, 1834.

I HAVE received the letter which your Excellency did me the honour to write to me the 10th of this month, on the subject of the seizure of the brigantine the "Governor Temple," by the French brig of war the "Dunois." I have hastened to call the attention of the Minister of Marine and of the Colonies to the demands raised by the British Government, in virtue of Article XI of the Treaty of 1783. Friendly explanations will no doubt terminate this dispute; but I must not conceal from you that, according to the information transmitted to Admiral Jacob by the Governor of Senegal, the injuries imputed to the French authorities of that country are by no means to be put in comparison with those which they can put forward on the other side. It is but too certain that, if the war engaged in between that colony and the Trazar Moors is protracted to an untoward extent, it is because English ships do not cease to convey to our enemies arms and munitions of war.

Recently even, the Moors, exhausted and deprived of all resource, had sued us for peace. They were on the point of subscribing to the conditions which we were imposing on them, when an English ship of war, escorting two merchant-vessels, arrived on the coast with flying colours. The negotiations were immediately broken up. This is not all. An English agent resides permanently at Portendic, in the camp of the Moors, where his escort have erected tents surrounded by a ditch, and over which floats the British flag. Even were this last circumstance not a manifest infraction of the Treaty of 1783, you may easily conceive, Monsieur l'Ambassadeur, the irritation which such conduct must inspire in the French authorities of Senegal, above all, when they compare it with the zeal with which that colony came, in 1831, to the succour of the English Establishments of the Gambia, threatened by the Mandingoes. You will equally acknowledge that there would be nothing surprising if a feeling of resentment, too fully justified, had prompted some of our agents to some irregular act. The Government of the King will not the less bestow all their care to obviate, for the future, everything which might give cause for reasonable complaint, but there is room to hope that the British Cabinet will on their side apply themselves to prevent the renewal of the abuses which I have just pointed out to you; and I know too well the spirit of justice which characterizes your Excellency to doubt your readiness to evoke from your Court effective measures for that purpose.

Accept, &c.

(Signed) CT. DE RIGNY.

DIVISION II.

The Governor of Senegal to the Lieutenant-Governor of Bathurst.—Page 2.

Monsieur le Gouverneur, *Saint Louis, January* 17, 1835.

I HAVE the honour to send to you herewith, a copy of the declaration of the blockade of Portendic, which I have just made, in virtue of the orders which have reached me from my Government.

The exposition given by me of the reasons for this measure in the proclamation itself which I send to you, relieves me from entering with your Excellency into other details in vindication of its legality and of its propriety.

The right of blockade had, from the beginning of the events which occurred in 1834, appeared to me incontestable; and I have to regret that some circumstances arising out of the form rather than the substance of the question, should have put us under the necessity of requiring a solution of it in Europe.

Now that this solution has reached me, I express to you my wish and hope that it will meet with no obstacle to its settlement. I do not put out of sight that in this affair the Trazars are our only enemies, and that it is only on account of that people, and for the sake of an early peace, that the blockade of Portendic has been decided upon.

I flatter myself at the same time that it will not be from these imperceptible points of the possessions of two friendly Governments that any cause of collision or misunderstanding will proceed.

Such moreover will be the spirit and the letter of the instructions which will be given to the commanders of the ships on the African station.

Be pleased to accept, &c.,

The Governor of Senegal and Dependencies,

(Signed) N. PUJOL.

Declaration of Blockade of Portendic.—Page 2.

WE, Governor of Senegal and its dependencies:

The state of hostilities which for eighteen months has existed between Senegal and the tribe of the Trazar Moors, making it incumbent on the French agents in that possession to take all the measures which it is their interest and their right to employ, to put an end thereto;

Considering that, abandoned to their own resources, the Trazar Moors will be quickly reduced to the necessity of putting an end to a war which is to them a cause of ruin and misery, as well as of considerable injury to the commerce of Senegal;

Whereas it is proved to all that the operations of commerce renewed by certain subjects of His Britannic Majesty in the Bay of Portendic, in the course of the year 1834, have had the effect of procuring for the enemies of Senegal, in exchange for their produce, articles (whatever may be their nature) the prolonged want of which must have induced them to solicit peace on the just and reasonable conditions which it would have suited us to impose on them;

Considering Article IX of the Treaty of 1783, declaring that England cedes in entire possession, and guarantees to France, the River Senegal and its dependencies, with the Forts of St. Louis, Podor, Galam, Arguin, and Portendic;

Whereas, if it follows from the friendly and conciliatory arrangements of Article XI of that same Treaty, that English merchants will have liberty to carry on the trade in gum from the River St. John to the Bay of Portendic, without forming permanent establishments there, that liberty so restricted cannot destroy the right of France either to forbid to all flags, by regular proclamations, entrance into the ports of the hostile nation, or, *a fortiori*, to exercise that right when it is a question of preventing, on her own possessions, all communication with her enemies; or, in a word, to employ the means in use among all nations in order to make her name respected by protecting the interests of her commerce;

Considering moreover, that, under the circumstances in which the Government of Senegal is placed, the commercial question is merged in the political question, whence emanates a right superior to all the concessions made by treaties of peace,—the right of blockade;

Whereas, in having recourse to that legitimate and regular mode of injuring its enemies of the Desert, the Government of Senegal has in view only an earlier cessation of hostilities prejudicial to the well-being and to the tranquillity of the colony, and not to contest, restrict, or destroy the liberty reserved by the Treaty of 1783 to English commerce at Portendic in ordinary times, a liberty which remains a right, but of which the exercise only is suspended by peremptory and transient circumstances;

For these reasons, and considering the despatch of his Excellency the Minister of Marine and Colonies, of the 12th of October, 1834, No. 189, based upon communications between the Cabinets of France and of Great Britain, we declare as follows:—

ARTICLE I.

That portion of the Coast of Barbary extending from the River St. John as far as and including the Bay of Portendic, is placed in a state of blockade, reckoning from the 15th of February next till notification to the contrary, which will take place in the two months which shall follow the ratification of the Treaty of Peace to be entered into between the Government of Senegal and the tribe of the Trazar Moors.

ARTICLE II.

Pending the duration of the blockade, no foreign or French ship shall be permitted to traffick, sell, or buy at Portendic; and every ship, under whatever flag, which, after the publication and notification of these presents, may be recognized as having carried on, or tried to carry on, operations of commerce, or as having landed on the coast, arms, ammunition, or any articles whatever which might be of use to the enemies of Senegal, shall be considered as having broken the law of nations.

ARTICLE III.

Foreign ships which may have attempted to force the blockade shall be, if they are English, placed at the disposal of the Governor of St. Mary's, to be dealt with according to his adjudication; if they belong to other nations, they shall be placed under sequestration, regard being had to distances, and treated as such. It shall be the same with respect to English ships in case of repetition of the offence.

ARTICLE IV.

The execution of the preceding arrangements shall be entrusted to the ships on the French African station, which will receive from us the necessary instructions for that purpose.

ARTICLE V.

The present declaration shall be addressed to the English authorities on the Coast of Africa, with the explanations which we shall deem useful to add thereto to prove its necessity and propriety.

Done at St. Louis, the 17th January, 1835. (Signed) N. PUJOL.

Extract of a Treaty between Count Repentigny, Governor of Senegal, and the Chiefs of the Marabouts of Darmancour, signed at St. Louis, Senegal, May 2, 1785.—Page 5.*

ARTICLE I.

THE Marabouts of Armankour, in consequence of the especial regard which they have and will always preserve for the French, and in consequence, moreover, of the conditions of the present Treaty, swear and promise never to have, directly or indirectly, any communication with the English; they swear, moreover, and promise to employ all practicable means to intercept and suppress entirely the trade which the English may carry on at Portendic, whether with the Marabouts of Armankour themselves, or with any other nation or private individuals who may go for that purpose into their country. This promise of the Marabouts of Armankour having reference not only to the trade in gum, but also to every trade, from which they intend, wish, and promise to exclude the English.

ARTICLE II.

In consequence of the obligation contained in the preceding Article, and in return for the good intentions of the Marabouts of Armankour, M. Durand, Director-General of the Company, pledges himself on its behalf, and promises to give to them a gratuity over and above the custom duty every time that they shall stop gum on its way to Portendic, and shall cause it to be conveyed to the Desert, so that the Company may be assured that none shall be sold at Portendic.

(Signed) REPENTIGNY.

Extract of a Treaty between Count Repentigny, Governor of Senegal, and Hamet Mocktard, King of the Bracknas, signed at Saint Louis, Senegal, May 10, 1785.—Page 5.

ARTICLE III.

AMET MOCKTARD, in consequence of the regard which he has and will always preserve for the French, and in consequence moreover of the conditions of the present Treaty, swears and promises never to have, directly or indirectly, any communication with the English; he swears moreover and promises to employ all practicable means to intercept and suppress entirely the commerce

* See also page 40, Division VI.

which the English may carry on at Portendic, whether with his own subjects, or with any other nation, or private individuals who may go for that purpose into his country.

This promise on the part of Amet Mocktard, having reference not only to the trade in gum, but also to every other trade, from which he intends, wishes, and promises to exclude the English.

ARTICLE IV.

In consequence of the obligation contained in the preceding Article, and in return for the good intentions of Amet Mocktard, M. Durand, Director-General of the Company, pledges himself on its behalf, and promises to give to him a gratuity, over and above the custom duty, every time that he shall stop or cause to be stopped, gum on its way to Portendic, and shall cause it to be conveyed to Podor, so that the Company may be assured that none shall be sold at Portendic.

(Signed) DURAND,
Director-General.

Seen,
(Signed) REPENTIGNY.

Extract of a Treaty between Count Repentigny, Governor of Senegal, and Alikoury, King of the Trazars, signed at St. Louis, Senegal, July 20, 1785.—Page 6.

ARTICLE IV.

ALIKOURY, in consequence of the regard which he has and will always preserve for the French, and in consequence moreover of the conditions of the present Treaty, swears and promises never to have, directly or indirectly, any communication with the English; he swears moreover and promises to employ all practicable means to intercept and suppress entirely the commerce which the English may carry on at Portendic, whether with his own subjects, or with any other nation, or private individuals who may go for that purpose into his country; this promise on the part of Alikoury having reference not only to the trade in gum, but also to every other trade, from which he intends, wishes, and promises to exclude the English.

ARTICLE V.

In consequence of the obligation contained in the present Treaty, and in return for the good intention of Alikoury, M. Durand, Director-General of the Company, pledges himself on its behalf, and promises to give to him a gratuity over and above the custom duty, and proportioned to the importance of the service, every time that he shall stop, or cause to be stopped, gum on its way to Portendic, and shall cause it to be conveyed to the Desert, to be delivered to the agents of the Company, so that the Company may be assured that none shall be sold at Portendic. Should the contrary happen, Alikoury, wishing seriously to keep his promise, and pledging himself to its execution, consents to the deduction from his custom dues of two pieces of blue bafts for each kantar of gum which shall be conveyed to Portendic, a relinquishment pronounced by anticipation, and voluntarily made on his part, in proof of the rectitude of his intentions, and of his attachment to the interests of the Company.

(Signed) DURAND,
Director-General.

Seen,
(Signed) REPENTIGNY.

The Duc de Broglie to Earl Granville.—Page 12.

Monsieur l'Ambassadeur, *Paris, May* 31, 1835.

I HASTENED to communicate to the Minister of Marine the observations which the Government of His Britannic Majesty had instructed Mr. Aston to make to me respecting the placing in a state of blockade of the Bay of Portendic, by the French authorities of Senegal.

I have the honour to transmit to you a copy of the answer which Admiral Duperré has just addressed to me.

I shall, moreover, examine anew that affair with all the attention which the objections, to which it has given rise on the part of His Britannic Majesty's Government, deserve; and your Excellency may be assured that on betaking myself to that examination, I shall apply myself particularly to discover whether there exist any practicable means of reconciling the respective interests of the two countries.

Accept, &c.

(Signed) DE BROGLIE.

Report from Admiral Duperré to the Duc de Broglie.—Page 12.

M. le Duc et cher Collègue, *Paris, May* 27, 1835.

YOU addressed to me, on the 23rd of this month, various documents which have been placed in your hands by the English Minister, in the name of his Government, and which relate to the blockade of the Bay of Portendic by our naval forces.

Lord Palmerston, in a letter of the 19th of May, which forms part of those documents, raises on the subject of that blockade various objections, to which I shall reply.

It is necessary first to establish two facts which Lord Palmerston would appear to contest; that is, that the territory of Portendic is not and cannot be considered as neutral, but indeed as French territory, since it has been ceded to France by an authentic treaty; I will add that the tribe of the Trazars is indeed that which inhabits that part of the French possessions, and that no other tribe has conjointly established itself there, at least since the ceding back of Senegal to France by the Treaty of 1814.

It is no less averred, that it is to the Trazars that the English ships conveyed arms and munitions of war at the beginning of 1834, and that it is in consequence of this supply that those Moors have been able to resume and maintain the state of war which causes so great injury to French commerce. Under such circumstances, the Government had no other measure left to adopt than to deprive its enemies of the succours which they had succeeded in procuring for themselves, and it was then, in fact, that it determined to place in a state of blockade the points of the coast by which the cargoes of arms and of munitions might be brought to them from abroad.

I need not here remind your Excellency, that the lawfulness of that measure has been fully recognised by the Department of Foreign Affairs, both at the present epoch and at a former epoch (7th of April, 1829), when there was a question of having recourse to it for the same motives. As for the doubts which Lord Palmerston appears to have entertained in this respect, they may doubtless be dispelled by what Mr. Canning wrote on the 10th of November, 1826, to our Ambassador, who had asked for explanations on a declaration of blockade made by the English Governor of Sierra Leone, which comprised forty leagues of coast, on a territory which does not belong to England. (From Camalay to Cape Mount.)

"The said blockade," said Mr. Canning, "was lawful, since it arose out of a state of hostilities with the natives of the coast. Its object was lawful also, since it took place in order to force those natives to conclude peace. It is acknowledged that this blockade has been effective since ships have tried in vain to force it."

The blockade of Portendic has entirely the same characteristics as that

which the English declared in 1826. Like that, it arises out of an actua state of hostilities with the natives of the coast; it is not less true, that its object is solely to force those natives to conclude peace; finally, this blockade is effective since a naval division has been sent for that purpose to Portendic.

These facts being established, I now proceed to examine the objections which Lord Palmerston has stated in his despatch.

The first has reference to the fact, that no communication has been made to his department on the subject of the blockade; this is to be regretted, unless the silence of our Ambassador had some plausible motive, which, however, I do not perceive. It belongs to your Excellency to furnish, on this point, the explanations for which there may be occasion.

The second has for its object, to cause it to be declared whether the blockade is a belligerent blockade, or a measure of municipal regulation. It is in describing the blockade of war that Lord Palmerston declares that the blockaded coast is a neutral territory which is not inhabited by any permanent tribe; an objection which falls to the ground before the facts which I have related above. Lord Palmerston remarks, on this occasion, that it would be somewhat strange to see a French authority place in a state of blockade, as a hostile territory, and thereby interdict to English commerce a spot which Great Britain has, by a Treaty, recognised and guaranteed as a French possession. The measure would only be strange if it were directed against English commerce, and such is not the case, since it is directed against a hostile people, and with the sole object of forcing that people to make peace. As for the fact of the guarantee which has been stipulated for by England in favour of France, Lord Palmerston is well aware that, in the Treaty of 1783, as in all Treaties, reciprocal guarantees are stipulated for; and that the Power which guarantees preserves over the territory ceded or given up only those rights or privileges which have been expressly conceded to it.

England has reserved to herself by the Treaty of 1783, the right to carry on the gum trade on the coast of Portendic, on condition of not forming any permanent establishment there; it is the only right on which she can found her argument.

The French authority of Senegal had restrained the exercise of that right within limits perhaps too confined; you will have seen, M. le Duc, by the copy which I sent to you of my despatch to M. Pujol, of the 12th of December last, that I have directed him to adopt an interpretation wider and more in harmony with the sentiments of regard which bind the two nations; thus, on that point, every satisfaction is given to the English Ministry; but my instructions in that respect apply only to a state of peace, and not to a state of war, which, of necessity, suspends the execution of all stipulations incompatible with the exigencies of self-defence; this is, moreover, what Lord Palmerston himself ends by acknowledging when he declares that "If the blockade must be considered as a municipal regulation which has for its object to forbid for a time all commerce with a French possession, then that regulation, which could only be justified in any case but by urgent necessity, ought to be limited to the extent of the exigency."

Thus, as there is no doubt about the absolute necessity of the measure, since it is the only way to put an end to the war with the Trazars, as it has been well established that the measures adopted will cease immediately after the re-establishment of peace, they are, even in Lord Palmerston's opinion, completely justified.

In truth, Lord Palmerston adds, that the measure ought to be confined to the prohibition of arms and munitions of war, and that it ought not to include articles of commerce out of that category. I should have wished that such could have been the case, and I have earnestly sought to discover how even the commercial communications with the Trazars might in such sense be allowed to exist; but I could not succeed in finding practicable means, and I am persuaded, on the contrary, that nothing would be more calculated to bring about differences and even serious collisions.

In fact, this last arrangement, as Lord Palmerston understands it, would involve the exercise, by the French cruizers, of the right of searching every ship which might appear off Portendic, and, consequently, of the right of seizure, in case there should be found on board arms, munitions, or merchandize called contraband of war.

This is not all: how could it be supposed that we could suffer the presence of our enemies on French territory, without seeking to dislodge them by means of the artillery of our cruizers, or causing them to be pursued by troops or detachments from our vessels? How can one do otherwise than fear, in such case, that foreign traders might be reached by our bullets; and how at such a time are their persons and even their property to be ensured?

I have not thought it possible, with the prospect of such consequences, to admit a mixed sort of blockade, such as that which Lord Palmerston designates under the name of "municipal regulation;" I cannot but think, moreover, that, when he shall have looked at all the dangers which it would be calculated to produce, the noble Lord will not hesitate to renounce it.

It remains for me to speak of an objection which relates to the terms themselves of the declaration of the blockade. Lord Palmerston complains of the distinction established between English ships and those of other nations.

He complains, moreover, that the blockade should be prolonged two months after the end of the war which is the cause of it.

The distinction on the subject of which Lord Palmerston makes his objection, is not, as he seems to think, an act of indulgence, still less of aggression, but indeed an act of benevolence and of good neighbourhood.

As for the delay of two months, it can be explained by the experience acquired of the bad faith of the Moors, over whose conduct it has been thought necessary to watch, before leaving them the power of procuring for themselves arms and munitions of war.

I intended, moreover, to cause that delay to be shortened; and, in order to fulfil the wish of Lord Palmerston, I will give orders that the blockade be raised on the day succeeding that of the conclusion of peace with the Trazars.

The noble Lord will, doubtless, acknowledge, that this satisfaction is the only one which can be given him, and I feel personally a lively regret on that account; but the details into which I have entered will convince you, M. le Duc, that I cannot point out any means of fulfilling his views.

If, however, your Excellency judged it possible to substitute for the blockade such as it is established, an arrangement which, without weakening its effect as to our state of war with the Trazars, might coincide with the views of Lord Palmerston, you would find me willing to give to it my assent, having nothing so much at heart as to preserve, as far as concerns myself, our relations with the British Ministry from every sort of trouble.

I have reason to hope, moreover, that the circumstances which have brought about the exclusive position in which I have been forced to place our possession of Portendic, will not be long in ceasing. I have the honour to communicate to you a letter which I have received from the Governor of Senegal under date of the 30th of March, and which appears to me calculated to make one consider the conclusion of peace with the Trazars as near at hand.

Accept, &c.

(Signed) DUPERRÉ.

P.S.—Between the two plans of pursuing the war against our enemy, and of compelling him to peace, one may choose the last, if it is thought less prejudicial to the interests of neutrals, but from that moment the naval forces stationed before Portendic would have to be authorized to act as has been said, and according to the laws of war, against every ship which might appear off that point, with arms, munitions, or merchandize called contraband of war, and might attempt therewith to provision the enemy; this being agreed upon orders would immediately be given.

(Signed) D.

The Duc de Broglie to Earl Granville.—Page 18.

Monsieur l'Ambassadeur, *Paris, July* 6, 1835.

I HAVE received the letter which you did me the honour to address to me on the 4th of this month, relative to the blockade of the Bay of Portendic. I hastened to communicate it to the Minister of Marine. That Minister will without delay inform me in what manner he apprehends that the searching [of vessels] might be substituted for the blockade. I hope to be, within two or three days at the latest, enabled to make his answer known to your Excellency.

Accept, &c.

(Signed) DE BROGLIE.

The Duc de Broglie to Earl Granville.—Page 18.

Monsieur l'Ambassadeur, *Paris, July* 9, 1835.

IN reply to the letter which your Excellency did me the honour to write to me on the 4th of this month, on the subject of complaints set up by the English merchants against the blockade of Portendic, I have the honour to send to you herewith the copy of that which I have received from the Minister of Marine. Be pleased to transmit it to the Government of His Britannic Majesty. The explanations which it contains, the arrangements which are therein announced, will exhibit the extent of the equitable and conciliatory sentiments which, in this question, as in all others, have not ceased to guide the French Administration. I need not add that the commanders of our cruizers will be furnished with instructions which will prescribe to them to use, in the exercise of the right of search, all the consideration consistent with its efficiency.

I should, moreover, call your attention to the fact that Lord Palmerston was mistaken when he had pointed out to you the present season as an urgent reason for pressing the solution of this affair. The information which I have gathered proves to me, in fact, that the collecting and exporting of the gum do not begin till the end of December, and are finished in the first days of May. The prolongation of the present state of affairs, therefore, would not produce, for five months, any inconvenience to English commerce. Nevertheless we will hasten to put an end to it as soon as your Excellency shall have made known to me the definitive intentions of your Government.

(Signed) DE BROGLIE.

Admiral Duperré to the Duc de Broglie.—Page 19.

M. le Duc, *Paris, July* 8, 1835.

YOU have done me the honour to transmit to me a note which the Ambassador of England has addressed to you, in consequence of the communication which you had made to him of my letter of the 27th of May last, concerning the blockade of Portendic.

I hasten to address to you my answer to the note of Lord Granville.

I begin by declaring that the Government of His Britannic Majesty was led into error when it was brought to believe that the Trazars are not the only people who hold relations with the Bay of Portendic. I affirm again that it appears from numerous documents deposited at the Department of Marine, that no other nation has habitually, nor even accidentally, frequented that part of the coast: I had taken care, moreover, to make inquiry, on the matter in question, of several functionaries in my department, who, at different times, have held offices in our establishments in Western Africa. All have confirmed what I have had the honour to communicate to you on this subject. M. Durand, formerly Director of the Company of Senegal, who wrote in 1802 a voyage made to Senegal in the years 1785 and 1786, expresses himself formally in the same sense; and there is found even in the narrative of *Père Labat*, a treaty of the 6th of March, 1723, between M. Froger de la Rigaudière and the Chief of

the Trazar Moors, who styles himself *Master of the Roadstead of Portendic and of the Territory of Arguin.*

The argument which tends to impugn the blockade on this ground is therefore deprived of foundation, and thenceforth the French Government, in consenting to put a stop to the blockade, absolutely yields only to the desire which it has of giving to the British Government, on this occasion, a new proof of its views of conciliation.

I proceed to the examination of the second part of Lord Granville's note. It is said that, as concerns the P. S. of my letter, the Government of His Britannic Majesty does not perceive any objection, with reference to the Law of Nations, to the principle of the proposition according to which the raising of the blockade would not take place unless at the same time the French cruizers were authorized to prevent the disembarkation of arms and of munitions of war destined for the *Trazars.*

Lord Granville considers only as indispensable the use of the greatest circumspection in the regulations to be drawn up for this plan of cruizing.

The proposal which I have made to substitute for the blockade the search of English ships which may appear in the Bay of Portendic having been accepted by the British Government, I proceed to point out what are the measures which it appears to me necessary to adopt for the carrying out of the new system in question.

The regulations according to which the right of search is exercised on board ships need not be recited: but, in order to avoid all fraud, all infraction, that right of search shall extend itself to boats, which shall be subjected thereto before reaching the land.

Ships seized in contravention shall be subjected to all the rigour of maritime law.

Before concluding this letter I think it necessary to repeat here that, the raising of the blockade being a concession made solely for the sake of our relations of sincere friendship with the British Ministry, the French Government intends to use against the Trazars its enemies all the rights of war, whatever may be the situation in which they may encounter our arms; thus they will be pursued and engaged in combat to the utmost by our ships of war and by our troops, wherever they may appear. It is the only way to put an end to an unjust war; and the English Ministry must not be left in ignorance that if, in spite of all the precautions which shall be frankly adopted by the two Governments, the raising of the blockade have the effect of furnishing to the Trazars, who are said to be now reduced to extremities, means to render the war interminable, we should find ourselves forced to return, after proper notice, to a fresh declaration of blockade, as the only means of bringing about a prompt and stable pacification.

(Signed) DUPERRÉ.

The Duc de Broglie to Earl Granville.—Page 22.

M. l'Ambassadeur, *Paris, July* 17, 1835.

IN reply to the communication which you have been pleased to make to me of the last despatches from Lord Palmerston, relative to the blockade of the Bay of Portendic, I have the honour to inform your Excellency that the Department of Marine and Colonies is engaged in the drawing up of the orders by virtue of which the French Governor of Senegal will have to substitute the right of search for the blockade; and I will add, Monsieur le Comte, that I hope to be in a situation to-morrow to be enabled to communicate those orders to you.

(Signed) V. BROGLIE.

The Duc de Broglie to Earl Granville.—Page 23.

M. l'Ambassadeur, *Paris, July* 19, 1835.

I HAVE the honour to transmit herewith to your Excellency, with the copy of a letter received from his Excellency the Minister of Marine and Colonies, the copy of the *order* by which that Minister prescribes to the Governor of Senegal to raise the blockade of the Bay of Portendic, and to substitute therein the right of search. Two French ships of war are about to go to St. Louis, to take thither that order transmitted in duplicate.

(Signed) V. BROGLIE.

Admiral Duperré to the Duc de Broglie.—Page 23.

M. le Duc, *Paris, July* 17, 1835.

YOU have done me the honour to transmit to me a copy of a despatch from Lord Palmerston to the Ambassador of England, dated the 13th of this month, and relative to the blockade of the Bay of Portendic.

Lord Palmerston declares in that despatch that he does not admit as certain that the Trazars are the only Moorish tribe which frequents the coast of Portendic, and confines himself moreover to requiring that the French Government shall obtain precise information on that subject from the authorities of Senegal, as he proposes to inquire respecting it himself from the English authorities in Africa. I shall willingly address fresh questions on that subject to the Governor of Senegal, and I shall have the honour to transmit to you the result thereof.

Lord Palmerston disputes also what has been said in one of my letters on the subject of the usual time for the gum trade. That time is indeed the same that I have indicated; but the state of war having prevented, in 1834, the Trazars from delivering their gum at our ports, it is possible that they may have conveyed, some months later, to Portendic, the unsold portion of their collection, and that is what might equally happen as long as the present war shall last.

The letter of Lord Palmerston expresses, moreover, an entire assent to the conditions of the right of search, such as I have set forth in my reply of the 8th of this month, in case the search of foreign ships at Portendic should be substituted for the present blockade. In consequence of this assent, I transmit to the Governor of Senegal the order to carry into effect the raising of the blockade, in a despatch of this day, of which I herewith send you a copy: the original and the duplicate of that despatch will go by early opportunities.

Accept, &c.,

(Signed) DUPERRÉ.

Admiral Duperré to the Governor of Senegal.—Page 24.

M. le Gouverneur, *Paris, July* 17, 1835.

THE British Minister having made known to the Government of the King that he assented to the conditions of the right of search at Portendic, such as I have set them forth in my despatch of the 8th of this month, of which I sent you a copy on the 10th, the right of search is to be substituted for the blockade in the Bay of Portendic.

Consequently, at the same time that you will make the necessary arrangements in order that foreign ships which shall appear at Portendic may be subjected to effective search, you will order the raising of the blockade by a special order, of which you will immediately send copies to the Governors of St. Mary's and Sierra Leone.

You will be pleased to report to me what may have taken place relative thereto.

Receive, &c., *Admiral, Peer of France, Minister Secretary of State of Marine and Colonies,*

(Signed) DUPERRÉ.

Admiral Duperré to the Duc de Broglie.—Page 25.

M. le Duc, *Paris, July* 18, 1835.

IN reply to your letter of yesterday, I have the honour to inform you that, in conformity with what has been agreed upon with the English Government, orders have been sent to substitute for the blockade established on the coast of Portendic the right of searching all English ships, in order to prevent the introduction of arms, of munitions, or of any other merchandize called contraband of war. The orders are conveyed by two ships of war, which will go from two different points.

There is reason to hope that both, or at least one of them, will arrive at Senegal as soon as, or perhaps even sooner than, the English ship, which will have a longer way to go to arrive in the Gambia. I shall therefore not take advantage of the offer which has been made to me, for sending my packets by this last ship.

Accept, &c.,
(Signed) DUPERRÉ.

The Duc de Broglie to Earl Granville.—Page 25.

M. l'Ambassadeur, *Paris, October* 8, 1835.

THE Minister of Marine has sent me a copy of the declaration by which the Governor of Senegal has ordered the raising of the blockade of Portendic.

I hasten to transmit to your Excellency that document, which forms a sequel to the communications which I have already had the honour to make to you on the same subject.

Accept, &c.,
(Signed) V. BROGLIE.

Declaration of the raising of the Blockade of the Portendic.—Page 26.

WE, Governor of Senegal and dependencies:

Considering the instructions contained in the despatch from his Excellency the Minister of Marine and Colonies, dated the 17th of July, 1835, No. 114, based on the relations of sincere friendship which exist between the Cabinets of France and of Great Britain. Declare as follows:

ARTICLE I.

The raising of the blockade of the Bay of Portendic will take place, to date from the notification of the present declaration.

ARTICLE II.

So long as the war shall continue between the Colony of Senegal and the Trazar Moors, there shall be substituted for the blockade a search on board English ships which shall arrive to trade in gum at Portendic, in order to be assured that they have neither arms nor munitions of war intended to be disembarked: the *boats,* before touching land, shall be subjected to a similar search.

ARTICLE III.

Ships seized in contravention shall be subjected to the rigour of maritime law.

ARTICLE IV.

The French Government formally reserves to itself to employ all the rights of war against its enemies the Trazars, in whatever situation they may encounter its arms, and, consequently, to pursue them, and to engage them in combat by means of its ships of war and of its troops, on the coast of Portendic, in the interior of the desert, and in fact wherever they may appear.

ARTICLE V.

The carrying out of the arrangements which precede shall be entrusted to the ships on the French African station, which shall receive the necessary instructions relative thereto.

Done at St. Louis, this 14th of August, 1835.

(Signed) PUJOL.

DIVISION III.

Lieutenant Condé to the Master of the Brig "Eliza."—Page 7.

Sir,

IN conformity with the orders of the Governor of Senegal and its dependencies, which I had the honour to communicate to you this morning, you will be pleased at five minutes past 12 at night, to set sail and put to sea, if you do not wish to force me to execute those orders in all their rigour, in having you placed, in case of refusal, at the disposal of the Governor of St. Mary's; I warn you moreover, that, at a quarter past 12 at night, if you are not under sail, a guard will be sent to you from the brig the "Gazelle," to prevent you from communicating with the shore.

The blockade of the coast of Portendic, which has been declared to the Governors of St. Mary's and of Sierra Leone, was to take place from the 15th of February. It is at midnight that that day begins; therefore in calling on you to get under weigh at that hour, I am quite in the right, and I should be unworthy the confidence which the Government has shewn me in giving me a command, if through weakness or ignorance I allowed its flag to be disregarded. I consider you too just not to feel all the force of these truths, and I flatter myself that you will not oblige me to resort to means of rigour.

If, however, you reduce me to that extremity, the Government brig the "Gazelle" will receive orders to put you under sail and to conduct you to St. Louis, whence you will be conducted to St. Mary's, if the Governor thinks proper.

Accept, Sir, the assurance of my distinguished consideration.

(Signed) L. M. CONDÉ,
Lt. de V^au^. commanding the blockade of the coast of Portendic.

Done on board, this 14th of February, 1835.

Lieutenant Condé to the Master of the Brig "Eliza."—Page 8.

Sir,

IN consequence of your formal refusal to comply with the request which I have made to you, I find myself under the necessity of executing the orders which I have received.

I have, &c.,
(Signed) L. M. CONDÉ.

A guard will be placed on board your ship at half-past 12 at night. You will be permitted to send immediately your small boat to take the sail of a [*] which you have on the shore.

* Query some word omitted.

Consul's Certificate.—Page 32.

WE, Consul-General of France in England, certify that the signature which precedes is truly that of Mr. John Newton, notary public at London, and that faith is to be put in it. London, the twenty-seventh of October, one thousand eight hundred and thirty-six.

(Signed) DURANT ST. ANDRE.

No. 3326. Rec. ten shillings, Oct. 15.

By the Consul-General,

(L.S.) (Signed) NELLEMENT, *Chancellor.*

No. 1.—Protest of John Hughes, supercargo of the cutter "Industry," against the Government of Senegal.—Page 48.

THIS day, the twenty-eighth of July, one thousand eight hundred and thirty-four, at ten o'clock in the morning, before us, Louis François Alphonse Thiesse, Notary of the Tribunal of First Instance of the Island of Goree, fulfilling the functions of notary in the jurisdiction of the said tribunal, undersigned, appeared Mr. John Hughes, residing usually at St. Mary's, supercargo of the English cutter "The Industry," at present in the roads of that island.

Which said appearer has declared to us that, on Saturday the nineteenth of the present month of July, the French brig of war "Le Dunois" forced the said English trading cutter "The Industry," of which he is supercargo, to quit the Bay of Portendic, where he was for the purpose of trading lawfully with the Moors, in conformity with the treaty existing between France and England; that afterwards he himself was detained for four days on board the said brig "Le Dunois;" and that in the end the said cutter "The Industry" remained in the possession of the said brig "Le Dunois" for nine days. That in consequence of what is above recited he declares by these presents that he protests against the Government of Senegal, and demands under the head of damages compensation, namely, for the detention of him individually during the said four days, a sum of two thousand gourds, and for the loss of time which that detention has occasioned to him and will occasion to him from the time of his departure from Portendic till his return to that place; for that which may still occur in the lading of the said cutter "The Indussry;" and also for the detention of the said cutter during the said nine days, and the loss of her boat in that time, the sum of six thousand gourds.

The said Mr. John Hughes formally requiring us to place on record for him the said protest which shall be notified at chosen time and place.

In compliance with the said requisition we have placed on record, for the said appearer, his declarations and protest above and elsewhere; and this with a view to serve and avail as of right.

Of which record: done and passed in minute at the Court of Records of the Island of Goree, the said day, month, and year, in the presence of Messieurs Durand Valantin, merchant, and François Boucher, proprietor, both residing in the said Island of Goree, witnesses who have signed with the applicant and us notary after perusal.

The Minute signed "J. Hughes," "D. Valantin," "F. Boucher," and "Thiesse," Notary.

For Copy,

(Signed) THIESSE, *Notary.*

Seen for legalisation by us, special Commandant,
President of the Tribunal of First Instance of
the Island of Goree,

(L.S.) (Signed) M. MALAVOIS.

DIVISION IV.

Count Molé to Earl Granville.—Page 3.

Monsieur le Comte, *Paris, March* 8, 1837.

I HAVE received the letter which your Excellency did me the honour to write to me the 3rd of this month; and I have also received, with all the papers which were annexed thereto, that which you addressed to me under date of the 19th of December last; both relating to the demands raised against the Government of the King by certain subjects of His Britannic Majesty, on account of the losses which they may have suffered in consequence of the interruption of their trade with Portendic.

I have the honour to inform you, Monsieur le Comte, that that affair, which had engaged my attention, was immediately sent for the examination of the "Comité Consultatif du Contentieux" attached to my Department.

As soon as their opinion shall have been communicated to me, and when I shall have been put in a position to submit the question to the Government of the King, and to call forth its decision, I shall hasten to make it known to your Excellency.

(Signed) MOLÉ.

Count Molé to Earl Granville.—Page 5.

M. le Comte, *Paris, June* 11, 1837.

I HAVE received, with the paper which was annexed thereto, the letter which your Excellency has done me the honour to write to me the 5th of this month, and in which you inform me of the particular circumstances which make His Britannic Majesty's Government desire to receive, as soon as possible, the answer of the Government of the King to the demands of the English merchants who claim to be indemnified for the losses which they may have suffered in consequence of the interruption of their trade with the Bay of Portendic.

I had the honour to announce to your Excellency, in my letter dated the 8th of March last, that, immediately upon having received your first communications respecting this affair, I had hastened to submit the examination of them to the "Comité Consultatif du Contentieux" of my Department. I have just learnt that the Committee will very soon be enabled to present its report, and I shall make it my business immediately to make known to your Excellency the resolution which the Government of the King shall have arrived at.

(Signed) MOLÉ.

Count Molé to Earl Granville.—Page 6.

M. le Comte, *Paris, August* 8, 1837.

THE "Comité Consultatif du Contentieux" of my Department has just sent to me the opinion which it has formed on the demands put forth against France by certain English merchants, on account of the measures which the

interests of the Colony of Senegal caused the French authorities of that colony to adopt in the years 1834 and 1835.

The Committee, which was aware of the importance which the Government of the King attaches to that affair, has shown itself anxious to participate in the intentions of justice and sincerity with regard to the Government of Her Britannic Majesty; and it is after having bestowed on the examination of the question which was submitted to it, the most scrupulous attention and care, that it has communicated to me the result of its labours and of its deliberations. I have the honour to send herewith to your Excellency a copy of that report. The Committee declares that, in its eyes, no doubt can arise as to the right which the Government of the King had to adopt the measures which have given occasion for the demands of which Her Britannic Majesty's Government has made itself the medium, and it concludes therefrom that France could not be held liable for any indemnity with regard to the merchants whose commercial interests have for a time been compromised.

The Government of the King has coincided in the opinion, and it adopts the conclusions, of the Committee; and I do not doubt that your Excellency and your Government will be struck with the force of the arguments on which that decision rests.

We recognise, M. le Comte, all the weight of the Conventions which regulate the state of the possessions of France and of Great Britain on the Western Coast of Africa; and the arrangements of Article XI of the Treaty of the 30th of September, 1783, are in our eyes so much the more binding since they open to the trade of English subjects a way by which it enters into competition with ours, and that thus, by putting impediments to the free exercise of the rights which the arrangements guarantee, we might be suspected of yielding to the suggestions of a commercial rivalry. It was requisite, therefore, that a pressing necessity should compel us to have recourse to the measures which we have adopted; but, brought to this point, we have not hesitated to do so, convinced that we were acting within the strictest limits of our right. Article XI of the Treaty of 1783 reserves, without the least doubt, to the subjects of Great Britain, the right of trading on the coasts which we put under interdict; but, however much to be respected such a right may be, it is none the less subordinate to the right of self-defence, the most imperative of all, and which, in time of war, suspends all those which may be of a conflicting nature with it. If it were otherwise, that same Article XI would have stipulated, in a given case, for the ruin of Senegal, by the very Act which secured to us the possession of it. It is thus that, under the circumstances which occupy our attention, our enemies, who found, in their relations with English subjects, inexhaustible resources for making war on us, have been enabled to prolong hostilities during five years, and that we have seen them by turns soliciting peace or rejecting the offers of it, according as they could more or less rely on the supplies which the English ships brought to them. In this state of things, the legitimate interests of the colony compelled us to adopt the only measure which could be effectual: we forbade the coast to the merchants who, by their own avowal, had become the purveyors to our enemies; and six months had not elapsed when peace was negotiated, agreed to, and concluded. The Government of the King then hastened to restore liberty [of access] to all the coast; it immediately put an end to the employment of the measures to which it had recourse only at the last extremity, and which it had promptly relaxed with that consideration so natural to France for a friendly and allied Government. The conduct which we have sustained in the whole of this affair has been as legitimate as honourable. The claimants, indeed, may have said that the interests of our commerce were our only motives; but the Government of Her Britannic Majesty will do us more justice, and the facts, moreover, carry with them our complete justification.

If from these considerations respecting our right, which influence the whole question, we descend to the examination of the use which we have made thereof, it still appears therefrom that the Government of the King has not been unmindful of any of the obligations which the law of nations and the usages in force imposed upon it. The Committee has, with reference to this matter, entered into the most searching discussion; and it has not left unanswered any one of the arguments brought forward in support of the claims of the English merchants. The Government of the King is firm in the

belief that the Government of Her Britannic Majesty, acknowledging that France exercised at Portendic rights of sovereignty which gave her the power to close that bay in time of war according to her military exigences, of which she alone was judge; and convinced that she has yielded, in adopting that measure, to a legitimate interest of self-defence, will no longer support the claimants, whose trade has undergone the ordinary chances of a state of war, and who have no right to receive, on the grounds which they set forth, any indemnity from the French Government.

I have the honour, &c.
(Signed) MOLÉ.

Report of the "Comité Consultatif du Contentieux."—Page 8.

THE "Comité Consultatif du Contentieux" attached to the Department of Foreign Affairs, being instructed by the President of the Council to examine the claims to which certain measures adopted in 1834 and 1835 by the authorities of Senegal have given rise, has thought it right, before explaining this affair in detail, to recall to mind the stipulations of the Treaty of the 30th of September, 1783, which still to this day regulate the state of the possessions of France and of England on the western coast of Africa. That Treaty has given up to the French the course of the Senegal and the coast which extends to the north of that river, by Article IX, thus framed:

"Article IX. The King of Great Britain cedes in full right, and guarantees to His Most Christian Majesty, the River Senegal and its dependencies, with the Forts of St. Louis, Podor, Galam, Arguin, and Portendic; and His Britannic Majesty restores to France the Island of Goree, which shall be delivered up in the condition it was when the conquest of it was made."

The course of the Gambia to the south of the Senegal is secured to the English by Article X., in these terms:

"Article X. The Most Christian King, on his part, guarantees to the King of Great Britain the possession of Fort James and of the River Gambia."

But, as the countries which produce gum were conterminous to the French possessions, the English caused to be inserted, in Article XI., the following reservation in their favour:

"Article XI. As to the gum trade, the English shall have the liberty of carrying it on from the mouth of the River St. John to the bay and fort of Portendic inclusive, provided that they shall not form any settlement of what nature soever in the said River St. John, upon the coast, or in the Bay of Portendic."

Now it is the suspension, in time of war, of the commercial right reserved in this Article, which has raised, on the part of the English merchants, claims, for ascertaining the validity of which it is indispensably necessary to retrace, 1st. The facts which have led to that suspension; 2nd. The nature of the claims to which it has given rise; 3rd, The arguments brought forward to sustain them.

Division I.—Collection of Facts.

Notwithstanding the commercial rivalry naturally existing between the settlements of the Senegal and of the Gambia, it has appeared to the Committee that, in the mutual relations of the two colonies, the French authorities had made themselves conspicuous for the good faith of their friendly proceedings. Thus, in 1831 the Colony of the Senegal assisted in a decisive manner that of the Gambia, placed in danger by the Mandingoes, an African nation which occupies the right bank of that river. However, in return for this signal service, which moreover reduced to flight the resident of the French factory of Albreda, situate on that right bank, the Governor of the Gambia has, during four years, hindered the re-establishment of that French resident at Albreda. Moreover,

the English merchants have, during two years, redoubled at Portendic the activity of commercial operations which were supporting a war which an African nation had waged against France since 1833, and this was the occasion of it:—The Colony of Senegal is conterminous to two native tribes, the one negro, the other mixed Moorish, very unequal in power. The first, on the left bank of the river, and which occupies the Kingdom of Walo, has for a number of years fallen into a sort of dependence on the warlike tribe of the Trazar Moors, inhabitants of the right bank, who have often made war on the French colony, and ravaged the lands which it had acquired from the Walo negroes on the left bank. The Treaties which had for their object to prevent as well the renewal of those attacks as the union of the two banks of the river under the rule of the Trazars, were violated in 1833, by an incursion by these latter on the left bank, and by the marriage of Mohammed-el-Habib, King of the Trazars, with the Princess Guimbotte, niece of the Brack or King of Walo, who, according to the law of succession of the country, transmitted to her children the crown of Walo.

The Trazars having refused to satisfy the demands of the French colony, war ensued both with the Brack and with the Trazars. The latter, driven from the left bank, beaten on the right bank, but having at their back a desert of sand, could not be subdued but by privation of the resources with which commerce supplied them. In vain, however, did a French flotilla, occupying the Senegal, intercept their communications with the left bank of the river, whilst, through the Bay of Portendic and English commerce, they received in abundance, in return for their gum, the food and ammunition which they required. These articles, and especially powder, balls, and fire-arms, always form an essential part of the exchanges or of the presents furnished by Europeans in their transactions with the Africans, but at that time they were so much the more sought after by the Trazars, since war made them feel a more pressing necessity for those articles. Besides, the crew of the brig of war the "Dunois," sent on a mission to the English establishment of St. Mary's on the Gambia, there saw shipped on board the vessels destined for Portendic, a considerable quantity of arms and of munitions of war; and the Governor of Senegal had been so much the more enabled to appreciate the influence of these succours on the Trazars, since, some agents of their King having come to the Colony of the Senegal to make some overtures of peace, the appearance alone of an English ship, which, escorting two merchant-ships, passed by St. Louis, colours flying, steering towards Portendic, sufficed, according to the account of M. Pujol, to inspire the Moorish envoys suddenly with pretensions which caused the negotiation, up to that moment prosecuted with success, to be immediately broken off.

The Governor (M. Pujol) knew, moreover, that there were at Portendic, in a Moorish camp, English agents who there carried on trade. He considered that that residence was contrary to the clause which prohibited the English from forming any permanent establishment there of any kind. That clause was even interpreted at the Senegal as prohibiting English ships from trading at anchor in the Bay of Portendic. For these reasons, M. Pujol sent into that Bay, on board the brig of war "Le Dunois," Commander Lefêvre [? Lévêque], who, on the 8th of July, 1834, found there two English vessels named the "Governor Temple" and the "Industry," trading with the Moorish camp, over which was an English flag.

He wrote to the captains of those two vessels the following letter:—

"Considering that against all the laws which exist between civilized nations, the Governor of St. Mary of Gambia, has sent you to Portendic to furnish supplies daily to the Trazars, with whom we are at war, and that he has failed in this matter in the gratitude which he owes to the French Government, since the composition of your cargo cannot but be of great assistance to our enemy; I therefore, conformably to the instructions which I have received from the Governor of Senegal, have the honour to require you to get ready to sail immediately, and only to engage in the gum trade with the Moors of the Cape of Portendic, whilst under sail, as is stipulated by the Treaties made between the two Governments. In the event of your not complying with my invitation, I beg of you to give me your refusal in writing, being well determined to compel you to obey it."

The two captains having refused to obey this injunction, the next day, the 9th of July, M. Lefêvre [? Lévêque] forced the "Governor Temple" out of the bay, and after having conducted her to St. Louis he returned to Portendic, where he found the "Industry," which he expelled therefrom on the 19th of July, and conducted her to the Island of Goree. But these measures were not supported, although the crews themselves of the two vessels acknowledged having disembarked at Portendic a great quantity of ammunition*. The English Governor of the Gambia protested against an interpretation of the Treaty which would have exposed the English vessels, while trading only under sail, to the continual risk of being beaten to pieces by the surf on the banks of the bay, and Mr. Pujol determined to await the orders of the Minister, at the same time authorising the two English vessels to return to Portendic, whither the "Governor Temple" returned on the 31st of July, after twenty-two days, and the "Industry," after fourteen days' interruption. Such is the first of the measures which have given rise to the English claims.

Here is the second:—

M. Pujol had given an account, to the Minister of Marine, of the events which have been related, at the same time expressing an opinion that it would, however, be impossible to terminate the war with the Trazars as long as they were furnished with supplies through Portendic. In consequence of that report, confirmed by the subsequent correspondence of the Governor, the Minister had replied to him, under date of the 12th of December, 1834, "That he had perfectly a right to place the coast of Portendic in a state of blockade, that he ought already to have done it, and that the moment when he should have received the maritime reinforcements which might be necessary for him to render the blockade effective, he had only to establish it, giving, however, previous notice of its being established to the English Governors of Gambia and of Sierra Leone."

In fact, M. Pujol having collected all the vessels of war which he required, sent to the two Governors a declaration dated the 17th of January, 1835, announcing that the blockade would be established before Portendic on the 15th of February following. The acknowledgment of its receipt by the Governor of the Gambia is of the 24th of January, and that by the Governor of Sierra Leone of the 4th of February. Both protested against the measure which was communicated to them, as being contrary to the commercial right which Article XI of the Treaty of 1783 secured to the English, and, consequently, as not being able to be established but with the previous consent of His Britannic Majesty's Government. But these remonstrances did not prevent the Governor of Senegal from sending to Portendic the corvette "La Bordelaise," and the brig "La Gazelle," which found, on the 14th of February, the English merchant-brig the "Eliza," trading with a camp of Moors established at the water-side and fortified with intrenchments.

The commander of "La Bordelaise" canonaded the Moors, killed two of their men, and communicated the order to depart to the captain of the "Eliza," who took no notice of it. But although he had made no preparations, he was nevertheless driven off the next day, the 15th of February, the day of the establishment of the blockade, leaving on shore, as he has since said, his cargo; and it appears from the account of that cargo, furnished by the owner, Mr. Redman, that, notwithstanding the formal promises made by the English authorities †, six months previously, to prevent the sending of munitions of war to Portendic, the "Eliza" alone had brought a supply of them to the value of more than £1,000 sterling ‡.

The "Eliza" arrived on the 18th of February at the Gambia, the Governor of which addressed fresh remonstrances to M. Pujol, who nevertheless adhered to the measures which he had adopted. Since the departure of the "Eliza" it does not appear that any other English vessels presented themselves to the blockading squadron but the "Prince Oscar" and the "Matchless," both having

* Extract of a letter from M. Pujol, of the 19th of August, inclosed in that from the Minister of Marine, of the 1st of October, 1834.

"What is very certain and in accordance with the testimony even of the crews of the two vessels temporarily detained by the 'Dunois,' is that the greater part of the cargo of the English vessels consisted of powder and of arms. A brigantine disembarked an immense quantity of the former, and the officers of the 'Dunois' had an opportunity of seeing the arms shipped at St. Mary's."

† Letter from Mr. Rendall, Governor of the Gambia, dated the 12th of August, 1834.

‡ Memorial of Mr. Redman, account of the cargo of the "Eliza."

left London on the 2nd of March, and which were repulsed from Portendic, the one on the 6th and the other on the 9th of April following.

In the meantime the discussion respecting the legality of the blockade had passed from the colonies to the capitals. It will be re-produced below. It will suffice to remark here that Admiral Duperré, Minister of Marine, having consented to change the blockade into a right of search on board English vessels in order to be assured that there were no munitions of war, had affixed to this change the following conditions:—

In the first place, that the blockade should be resumed, if experience showed the insufficiency of the right of search; 2ndly, that not only the vessels, but also the boats which went from the vessels to the land, should be liable to be searched; in the 3rd place, that the French should preserve the right of canonading the coast, and of there pursuing their enemies to the utmost extent *. But when these conditions, which had not given rise to any objection on the part of the English Ministry, were communicated to the Governor of the Gambia, the strong objections which he raised on the last two points would have led to the most serious difficulties, if peace had not happily been concluded between the Senegal and the Trazars before a trial was made of that difficult exercise of search.

That peace, signed with the Trazars on the 30th of August, and with the Brack of Walo, their auxiliary, on the 4th of September, 1835, excited distrust on the part of the English merchants, who, having perceived in the war only an artifice for prohibiting to them the gum trade, supposed that the treaty of peace must tend to the same end by some clause which would forbid to the Trazars the trade with Portendic. This suspicion even gave occasion for a note from the Ambassador of England of the 16th of November, 1835. The reply of the Minister for Foreign Affairs made him acquainted with the truth. The re-establishment of the ancient Treaties which protected the French establishments on the left bank, and the renouncing, on the part of the King of the Trazars and his children, the issue of the Princess Guimbotte, of all pretension to the Crown of Walo, completely attained the object of the war, and formed, by the first Article, the substance of the Treaty. The other stipulations were relative only to the re-establishment of good relations between the two nations, and to the repairing of the effects of the war.

Such are the facts which occurred on the coast of Senegal in 1834 and 1835, and which, more than a year after the peace concluded with the Trazars, gave rise to a note dated the 19th of December, 1836, in which the Ambassador of England demanded that the French Government would do justice to the following claims.

Division II.—Indemnities Claimed.

Three English houses: 1st, Messrs. Forster and Smith; 2nd, Mr. Harrison; 3rd, Messrs. Isaacs and Redman; claim indemnities for the losses which they say they have suffered in consequence of the measures adopted before and during the blockade of Portendic, measures which they consider illegal. Here are the particulars of them.

Before the Blockade.

1st. Messrs. Forster and Smith. It has been seen that the "Governor Temple," belonging to these merchants, and driven away from the Bay of Portendic on the 9th of July, had resumed the course of its operations on the 31st of the same month. For this interruption of twenty-two days the owners demand—

1st. For hire of ship, £151 sterling.

2nd. For a second voyage which the "Governor Temple" would have made during the season of the gum trade, which she was not able to do on account of her interruption, and which would infallibly have produced in return to the owners, according to their supposition, at least £2,000 sterling.

3rd. For the danger which might have been incurred by their agent, Mr.

* Letter from the Minister of Marine to the Minister of Foreign Affairs, dated the 8th of July, 1835.

Pellegrin, who was on shore in full confidence in the midst of the Moorish tribes as long as the "Governor Temple" was in the roads, but who, after its departure, took up his abode on board the "Industry," where he was a prisoner for nine days; for this danger and this detention, estimated at first by Mr. Pellegrin at £2,000 sterling, but reduced by the owners to £150.

Total—£2,301 sterling *, or 57,525 francs.

2nd. Mr. Harrison. The brig the "Industry" driven away by the "Dunois" on the 19th of July, had returned to Portendic on the 1st of August, but her owner, Mr. Harrison, pretends that the consequences of that interruption of fourteen days, were to him so much the more prejudicial, since the cargo of gum of the "Industry," discharged in the Gambia into the "Elizabeth," was unable, in consequence of this delay, to arrive in the London markets till a time when the prices were lowered.

In the second place, the "Industry" had to make, and did make a second voyage from the Gambia to Portendic, a voyage which a fortnight sooner ought to have been very profitable, but which did produce no return, because, at the time of the arrival of the vessel, the gum market was exhausted; so that the losses occasioned by these errors, together with the personal injury done to the supercargo, Mr. Hughes, by detaining him prisoner on board his own vessel, during nine days, cannot, according to Mr. Harrison, be estimated at less than 1,535*l.* sterling, or 38,375 francs.†

3rd. Messrs. Isaacs and Redman. The "Governor Temple" and the "Industry" were the only vessels driven off in the month of July; but the "Matchless," belonging to Messrs. Isaacs and Redman, had previously disembarked her cargo at Portendic, as well as her supercargo, Mr. Pinsent. Whilst the "Matchless" had returned to the Gambia to obtain a fresh cargo, Mr. Pinsent had taken up his abode on board the "Industry:" hence his forced voyage to Goree in that vessel, and, during that voyage, according to his recital, the plunder by the Moors, of the cargo of the "Matchless" and of Mr. Pinsent's clothes, which were left on shore. The value of that cargo supposed to be lost, that of the profits which it would have produced, and which are estimated, at 100 per cent.; lastly, the value of the clothes, and that of the services of Mr. Pinsent, during nine days, which were also lost, raise the claim of Mr. Redman to a sum total of 1,263*l.* sterling, or 31,575 francs.‡

So that the indemnities claimed for the temporary interruptions to the "Governor Temple" and to the "Industry" amount, for the three claiming houses, to the sum of 5,098*l.* sterling, or 127,475 francs.

During the Blockade.

Coming to the losses occasioned by the blockade, Messrs. Redman and Isaacs calculate that their vessel the "Eliza," forewarned of the blockade on the 14th of February, and driven away on the 15th, from the Bay of Portendic, left on shore a cargo worth 5,743*l.* 9*s.* 1*d.* Adding to this sum the losses occasioned to the owners by the sending back of the vessels the "Matchless" and the "Prince Oscar," from Portendic, by the suspension of the voyage which two other vessels, "Marmion" and "Meta," were to make thither, by the unsettlement of all their calculations, and by the non-realisation of the engagements which they had contracted, and of the profits which they would have made; these gentlemen think that they have a right to claim from the French Government, for the blockade of Portendic, a sum of 50,219*l.* sterling, or 1,255,475 francs.§

Messrs. Forster and Smith, who had purchased, for the Portendic market, corn, and 11,892 pieces of bafts, which the blockade did not permit them to send, claim on account of the corn which was damaged 433*l.* 6*s.* 8*d.* And on account of the cloth which remained on their hands, and which they were able to sell the following year at Portendic, and which, in default of being sold in 1835, deprived them that year of a clear profit which they could not estimate lower than 20,488*l.* 2*s.* 6*d.*, to which amount France is consequently indebted, 20,488*l.* 2*s.* 6*d.*, making a total of 20,921*l.* 9*s.* 2*d.*, or 523,055 francs.

Mr. Harrison demands, for 150*l.* sterling worth of corn, which he was not

* See the claim, Forster and Smith, and No. 1 of the Appendix.
† Harrison Claim. ‡ Redman Claim. § Redman Claim.

able to sell on account of the blockade, and for the profit which he would have made on 9,000 pieces of "bafts" which he did not buy, but which he would undoubtedly have bought but for the blockade, £12,750 sterling, or 317,750 francs.

Sum total of the indemnities claimed on account of the blockade, £86,890 2*s.*, to which adding £5,098, claimed on account of the "Governor Temple" and the "Industry," there is found a total demand of £88,998, or 2,223,755 francs, with the interest at four per cent., since 1835.

It is seen by this detail with what latitude these three houses have exercised the right of putting forward claims, giving out as actual loss their deprivation of profits, most arbitrarily assumed, carrying into the account gains hoped for on operations conceived and not begun, the three swelling their claims to a level within a very little to the value of the whole trade of Senegal with France during the year 1835;* in fact wishing to all appearance to realize, by the trade which they have not effected in one year, a profit which they could not hope for from trade actually carried on during a much longer time.

But without pausing any more at the amount of these claims, the Committee will hasten to examine the grounds of them.

Division III.—Discussions of the Arguments employed in support of these Claims.

To show the illegality of the measures adopted at Portendic, the English rest chiefly on the following three arguments:—1st. Portendic is not situate on the Trazar territory:—2nd. Article XI. of the Treaty of 1783, was opposed to all restrictions of English commerce in that bay:—3rd. That prohibition, calculated in a commercial and not a military point of view, was not at all necessary for the termination of the war. The thing is then to examine:—1st. A question of geography:—2nd. A question of right:—3rd. A question of facts.

Ad primum.—Question of Geography.

Who are the people who occupy the territory in which Portendic is situate?

The English, to establish a theory which appears new in geography, namely, that the Trazars do not occupy the territory of Portendic, insist principally on the English depositions of Mr. Rendall, brother of the Governor of the Gambia, and of Mr. Isaacs, one of the merchants the most interested in the success of the claim, the justice of which the deposition has for its object to demonstrate. They appeal also to the work of Monsieur Durand, a Frenchman, Director of the Company of Senegal, in 1785, and the general history of the coast of Portendic. The Committee has carefully sought to ascertain the value of these authorities.

According to Mr. Rendall, employed at Senegal during the English occupation of that colony, the territory of Arguin and of Portendic, remote from the territory of the Trazars, is occupied by the race of the Ouadelin brigands, banditti of the Desert of Saarah, living by fishing, by theft, and by the produce of shipwrecks; whilst the Trazars differ from them as much by their figure and their dress, as by their pastoral habits. They subsist on the produce of their flocks in the interior, and of their forests at a hundred miles from the coast, never coming but well armed, for fear of the Ouadelins, to sell their gum at Portendic, and moreover claiming on that coast neither right of sovereignty nor share in the shipwrecks†. The Committee, comparing with these accounts those which have been supplied to it by the books on geography, has perceived that there do indeed exist on the western coast of Africa tribes renowned for their freebooting, but that they are situate to the north of Arguin, and consequently very much to the north of Portendic. Moreover, the trade which is carried on at that point would not be likely to take place with the brigands who rob caravans, but with the Trazars, who, well armed, bring their gum thither, according to Mr. Rendall. Thus, it would always be to the commerce of the

* It amounts to 2,366,227 francs, 41 centimes. See the reports respecting Commerce relating to the French Colonies for the year 1835.—Extraits des Annales Maritimes et Coloniales, partie non-officielle, 1837.

† Declaration of Mr. John Rendall. London, 6th April, 1836.

Trazars that the blockade would put an end, and the question would not be altered. But, further, according to the same deponent, when, in 1816, the crew of the "Medusa," wrecked at Arguin, took refuge at Portendic, the King of the Trazars repeatedly claimed a compensation for each shipwrecked individual, by virtue of his rights of sovereignty over that coast, a compensation refused by the French Government, because it did not recognize those rights of sovereignty over a coast belonging to France*. That refusal, therefore, is natural, but the urgency of the King of the Trazars proves that, in direct opposition to what had been said before by Mr. Rendall, that Moorish Chief exacts a share in the produce of the shipwrecks, and considers Portendic as forming a portion of his territory†.

According to the memorial of the three claimants and of Mr. Isaacs, that coast would be a dependency principally of the Emperor of Morocco: at all events, as no intervention on the part of that Sovereign in the affairs concerning Portendic has revealed the existence of that sovereignty, the Committee will give their attention only to what Mr. Isaacs says on the subject of the tribes with which he traded at Portendic. The register which he kept there of the names of the tribes with which he had transactions, has furnished him with a list of thirty names of tribes, amongst which he places the Trazars, and the remainder of which would be foreigners to that nation. However, it must be remarked, that the nation of the Trazars is itself divided into a great number of kabyles or tribes, all having particular names; the Aulad-Alchars, the Tagha-Karaginntes, the Decors, the Tagounantes, the Degoustiers, the Baricales, the Dajmades, the Degousates, are mentioned as Trazar tribes, for whose ravages the King of that nation gave satisfaction in 1829, and who inhabit the environs of Portendic. The books on geography mention others. It is not enough, therefore, according to the theory of Mr. Isaacs, that he may have seen at Portendic tribes of different names, but it is necessary that he prove that those tribes are not the Trazars; for this theory is in opposition, not only to all the accounts received from Senegal, but also to all the books and maps of geography consulted by the Committee, and which assign Portendic to the Trazars in general, or to a tribe of that nation, as, for instance, the Aulad-Dahmans, in particular‡. His deposition subsequently, far from corroborating that of Mr. Rendall, contradicts it; for it is no longer the Ouadelin brigands who habitually occupy the territory of Portendic, but the pacific race of the Aulad-on-Bisba, who construct during the season of the trade, temporary huts for the traders in gum arriving at Portendic. It is true that, according to him, the chief of these Aulad-on-Bisba pretended to be independent of the Trazars, master and lord, from father to son, of the coast of Portendic, on which it was not allowable to trade until after having paid tribute to him. However, according to the same Mr. Isaacs, the King of the Trazars certified to him that the French of the Senegal had offered to him 5,000 dollars, or still more if it was necessary, in order that he, Mohammed-el-Habib, *might be induced to destroy the English trade at Portendic, and to cause all the gum to be carried into the ports of the river*. It is not then the chief of the Aulad-on-Bisba who is the master at Portendic. It is to the Trazars that one applies to close the market there. It is they who carry on the trade there, and who rule there, or rather, this Aulad-on-Bisba chief is himself a subject of the King of the Trazars, and boasted of his independence to Mr. Isaacs, only with the view of obtaining thereby the money which the latter states that he gave him.

One can further oppose to these depositions, a judicial inquiry into this question, instituted by order of the French Government at St. Louis, Senegal, and closed on the 4th of September, 1835. It appears therefrom, that fourteen of the oldest and best informed men of that colony, had uniformly deposed on oath, "That to their knowledge, the coast from the River of St. John to Portendic, formed a part of the territory occupied by the Trazars; that it is the King of these people and his princes who collect the customs or tribute exacted for the trade on that coast; that some tribes dependent on the King of the Trazars are the only ones which frequent it, except in the case when war exists between the Colony of Senegal and the King of the Bracknas, for then, 'l'Escale du Coq.'

* Deposition of Mr. Rendall, *ut supra*.
† "Portendic Claims," General Case, with Appendix.
‡ Adrien Balbi, Paris.

by which the trade of these latter is carried on, being closed to them, they bring their gum to Portendic."

The Trazar Envoys, who were at St. Louis at the time of the inquiry, had confirmed these depositions by their own, adding that their territory extended to the north as far as Gadir, above Arguin, and that there began the territory of the Ouadelins.

But, say the English, M. Durand, in his work published in 1802, says that the Escale du Coq was reserved to the Trazars; how then can it serve the Bracknas?

On this point the Committee has been convinced, by the perusal of the correspondence of Senegal, that, whatever might be the use made of the Escale du Coq in 1785, in our days it is not the place invariably fixed upon for the trade with the Trazars, since there is found in a treaty of 1824:—

"Amar, and the Trazar Princes, bind themselves to cause to be opened each year a port at the ordinary periods, on the banks of the river."

And in that of the 30th of August, 1835 (Article IV.):—

"The French Government, willing to afford a proof of its sincere desire to re-establish perfect harmony between the Trazars and Senegal, consents, notwithstanding the hostilities which immediately followed the gum trade in 1833, to pay the customs for the future, in virtue [*en outre*, in the French, but query *en vertu*] of the Treaties in force at that time, as well as those [the customs] of 1835, provided the trade should take place this year at a port which shall be appointed by common consent."

It is seen from these quotations that the port of the Trazars is undetermined; the English merchants may moreover assure themselves through their agents, that the Escale du Coq is habitually used for the barterings of the colony with the Bracknas. But the English, again quoting M. Durand, remind one that, in three articles cited in his work, and concluded, one with the Trazars, another with the Bracknas, and a third with the Marabouts Darmancours, there is an article drawn up exactly in the same terms, and in which the Bracknas and the Marabouts promise, as well as the Trazars, "to employ all their means to intercept and suppress entirely the trade which the English might carry on at Portendic, whether with their own subjects, or with any other nation or private individuals who might go for that purpose into their country."

Whence the English conclude that the Darmancours and the Bracknas carry on trade as much, and exercise as much influence at Portendic, as the Trazars, and the depositions from Senegal which state the contrary are valueless.

It must be observed, however, that the Treaty is not the same for the three nations. The promise contained in the article which is common to them all, is made subordinate, as regards each of the three nations, to their means: that is to say, pledges them to nothing at all. But the same was not the case with the Trazars in particular. Not only does their King Ali Kouri show in his treaty the geographical position of his territory by that title which he alone assumes, that of "King over the Western Coast of Africa," but, further, he consents, in Article V, to suffer a diminution of his customs, if he does not fulfil the engagement which he contracts.

Ali Kouri, it is there said, wishing seriously to keep his promise, and pledging himself to its execution, consents to the retention, from the customs, of two pieces of bafts for each kantar of gum which shall be transported to Portendic. This engagement which he alone enters into, shows also that he alone is master of that market.

One last objection extracted from the work of M. Durand is brought forward by the English. M. Brisson, whose shipwreck M. Durand relates, fell, on the Western Coast of Africa, not into the hands of the Trazars, but into those of the Labdessebas, who had no respect for the King of the Trazars; but, in order that this circumstance should be of any value, it would be necessary that M. Brisson should have been shipwrecked at Portendic, and not, as M. Durand says, *in a creek between the Canary Islands and the Coast of Africa*; which indicates a point very much further up towards the north, according to the maps of geography which place the Trazars at Portendic and the Labdessebas to the north of the Trazars.

Further, to finish with M. Durand, who quotes so often and so little to the purpose, the Committee must recall the fact that this author stating, at page 265

of the first volume of his work, that the Trazars occupy all the countries comprised between Arguin, the River St. John, and the Senegal, and usually encamp on the territories of Arguin and of Portendic, formally contradicts the system alleged by the English.

The same is the case with respect to history, which, instead of showing the Trazars, as the English memorial says, to be strangers to the contests which have taken place on the coast of Portendic, during a century and a half, gives testimony, on the contrary, that they were masters of the whole of the coast from Arguin to, and including, Portendic; that they took an active part in the struggles of the Europeans; and that the fort of Portendic was expressly ceded to the French by two Treaties confirmatory one of the other, dated the 29th of July, 1717, and 6th of March, 1723, concluded with Ali Kandora, son of Addi, chief of the Trazar nation. So that in those times it is the Trazars who cede Portendic; it is they who, in 1783, according to M. Durand, are at Portendic, and are responsible for its market; who, in 1816, according to Mr. Rendall, claim the sovereignty of Portendic, and to whom, in 1836, according to Mr. Isaacs, recourse is had to prevent the trade of Portendic. Thus, without dwelling upon the inquiry instituted at St. Louis, and upon all the authorities pointed out above by the Committee, there is enough from those quoted by the English, to prove that the Trazars occupy Portendic, and that, during the war of that nation with Senegal, that coast is not at the time of the gum trade a neutral point, but a coast possessed of right by France, and actually occupied by her enemies.

Ad secundum.—Question of Right.

Of the effects of Article XI of the Treaty of 1783, and of the illegality of the measures adopted at Portendic.

THE English pretend that even the exigencies of war could not warrant France in suspending, without the consent of Great Britain, the commercial right stipulated in Article XI of the Treaty of 1783. To this fundamental argument they add three objections:—

1. The French Government had not the right to establish a blockade, but only an inspection over English vessels in the Bay of Portendic, in order to prevent the bringing of supplies for war.

2. The blockade itself was illegal, for want of previous notification in London.

3. At all events, the expulsion of the "Industry" and of the "Governor Temple," before the blockade, on an erroneous interpretation of the Treaty, could not fail to afford a right to indemnities.

But before ascertaining the validity of these arguments, the Committee must reply to an assertion repeated in the English memorials, and which consists in supposing that a writing emanating from the French Government had given to the Government of His Britannic Majesty an assurance that no blockade should be established before Portendic.

The Committee is convinced, by an attentive examination of the voluminous case which has been communicated to it, that the English had been misinformed on that subject.

Further, in opposition to the fundamental objection deduced from Article XI, it has appeared to the Committee certain, that France had, for establishing the blockade before Portendic, the interests of self-preservation, which, notwithstanding Article XI, gave her a perfect right to adopt that measure, and of which she alone was the judge.

The interests of self-preservation, in fact the only means of subduing wandering Africans in burning sands, is often to deprive them of the European supplies necessary for their habits, and above all their wants in time of war. This is what Great Britain recognised, in relying only on great blockades for subduing, in 1826, the Gallinas, and, in 1827, the Ashantees. If, then, Article XI could have prevented the blockade against the Trazars, and secured to them on the coast of Portendic under the shadow of the standard of Great Britain, and in return for their gum, supplies and munitions from English vessels, Article XI would have stipulated for the ruin of Senegal, by assuring impunity to its enemies, and inexhaustible resources for making war. Moreover the law of nations forbids any such authority to Article

XI, formally laying it down that in time of war, the right of self-defence, the first and the most imperative of all, temporarily suspends a right, inferior and tacitly subordinate to the other, such as a right of transit or of trading, which may be of a conflicting nature with the former. All the writers who have written on these matters agree on that point.

Rayneval says, in the case of self-preservation everything must give way. "All engagements, all obligations, cease,—this is what the primitive articles of the law of nature teach us."

Albericus Gentilis. "The rights of commerce are legitimate, but those of self-preservation are still more to be respected; the first are founded on the law of nations, the others on that of nature. The first is the law of private interest, the second a law of national security."

And Lampredi. "Should I, in order to obtain victory, still shed blood which I should have spared but for the arrival of this merchant-vessel? Certainly not!"

France had then a perfect right to establish the blockade before Portendic, and a right of which she alone was judge, for it is impossible for a nation to submit the employment of its measures of safety to the often interested decision of another nation.

Proceeding then to the last three objections, and wishing to expose the slightness of their foundation, not only with reference to the particular circumstances, but even by taking its ground on the example of the English, the Committee will confine itself to citing two of their last blockades. The first is that of Admiral Cochrane, who, under date of the Bermudas, the 2nd of April, 1814, extended his blockade to all the coasts of the States of North America. The second, that which was established from Camalay to Capo Monte by a proclamation of General Turner, Governor of the English Establishments in Africa. That proclamation, dated Free-Town, the 4th of March, 1826, with the view of following up the war with greater vigour, and of debarring the enemy from the supplies which they were supposed to receive by foreign commerce, established a strict and rigorous blockade, that is to say, the prohibition of all commercial communication over forty leagues of coast, "to begin," it is said in the proclamation, "from the date of these presents." In fact, a French vessel, "L'Atalante," which was trading in those parts, being driven off from the coast a first time, on her second appearance was confiscated. Mr. Canning, in his note of the 10th of November, 1826, questioned whether there were any irregularity in the absence of notifications of that blockade, and maintained that at all events it was legitimate in its institution as in its operations, "because it arose," said he, "out of a state of hostility with the natives of the coast, and because it had for its object to force them to conclude peace." Nor does it appear, moreover, that the owners of the "Atalante" were able to obtain any indemnity.

Now, examining in the first place the obligation which it was wished to impose upon France, to reduce her blockade to a simple right of search, it must be remarked that the Minister of Marine, in ending by consenting, had not only not renounced resuming the blockade if searching were insufficient, but had annexed to that right of search, as being inseparable from it, two conditions which the Government of the Gambia would not at all admit; alleging, above all, that it was not possible to trade in the midst of cannon-shots. In this respect its objection was valid, but for that very reason it proved that that concession on the part of France was impracticable, for, in order to render it practicable, it would have been necessary to do what the Governor of the Gambia demanded; that is to say, that France, abandoning the most unquestionable and the most important right of war, that of pursuing her enemies, should guarantee to them, on her territory and in presence of her own vessels, security in the barterings which had the effect of facilitating the continuation of the war against her. This exposition alone of the English claim shows that it could not be admitted.

2. With respect to the intimation of the blockade, which ought to have been, previously to its operation, transmitted to London, the Committee will first cause it to be observed that this blockade depended so much upon circumstances and upon the vessels of war necessary to render it effective, that the Minister of Marine, after having authorized it, was obliged to leave the appointing when it should commence to the Governor of Senegal, with injunctions that he should give warning of it beforehand to the authorities of the English colonies where the expeditions for Portendic were most commonly prepared. This is

what he did; and notice of this blockade, dispatched from the Gambia on the 26th of January, 1835, could have reached London before the 2nd of March, the time of the departure of the "Matchless" and of the "Prince Oscar," the only two vessels which appear to have been repulsed from Portendic since the blockade was established there; but, however it may be, all wars afford examples of blockades brought on by circumstances of a belligerent nature, and repulsing lawfully all the vessels which appear, although the country whence those vessels came may not have been able to receive notice thereof. This is proved by that of Admiral Cochrane, which not only, on account of its immensity, could not be effective, but which, notwithstanding its importance, was not known officially in Europe, until six weeks after its establishment; or indeed by the blockade of General Turner, which was established "to begin from these presents;" that is to say, without any previous notification.

These blockades ought also to be cited in the third and last question, concerning the expulsion from the Bay of Portendic, in the month of July, 1834, of the "Governor Temple" and of the "Industry," for, whatever opinion may be entertained as to the interpretations of General Pujol, touching the trading under sail, it is certain that the object of his proceeding was to forbid the entry of the Bay of Portendic to the vessels which conveyed supplies to the Trazars. If then in the eyes of the English Government, Admiral Cochrane and General Turner, with the object of carrying on war better, were enabled lawfully to declare, by the stroke of a pen, the immediate prohibition of all communication between neutral vessels and an immense extent of foreign coast, is it not by virtue of a yet superior right that the Governor of Senegal was enabled to interdict a definite point of the coast to the purveyors of munitions to the enemy? Was he not enabled, according to this example, to adhere to the expulsion of those vessels, adhering also thenceforth to a strict and rigorous blockade?

But, further, Portendic being ceded and guaranteed to France by England, and the territorial sea which its bay incloses being French, the necessities of war which suspended Article XI empowered France to turn off English vessels from that bay temporarily or permanently, not only on the ground of blockade, but also on a higher ground and by the exercise of the right of sovereignty.

The closing of the Bay of Portendic was then an act of national jurisdiction, as would be the closing of a port of France; and, consequently, that measure could not give occasion for any foreign claim. It has appeared therefore to the Committee, that independently of the other reasons alleged, this right alone of sovereignty should have sufficed to legalize the measures adopted at Portendic during the war, and which have given occasion for the claims of the English merchants.

Ad tertium.—Question of Fact.

The prohibition of the trade at Portendic, considered in a commercial and not military point of view, was not at all necessary for the termination of the war.

It has appeared to the Committee, that in order to justify this assertion, the English merchants produced only facts of no weight, or conjectures without foundation. The settlers of Senegal, say they, considered the consequences of the blockade as calculated to be favourable to them. A Monsieur Valentin, although Director of the Company of the Senegal, wrote from the Gambia, that in the year 1835 he hoped to monopolize all the gum of the Trazars. The Committee has considered that it should not occupy itself with the calculations of the merchants, unless it were proved that they had influenced the determinations of the Government.

But what reasoning can be founded on hopes without explanation, alleged in a letter without authenticity, attributed to an individual without authority? However, say they, whilst the Governor of Senegal showed himself so severe at Portendic, he did not forbid the trade which was being actively carried on at the Escale du Coq, reserved, according to Monsieur Durand, to Trazars; and at all events these latter were furnished with supplies by the Bracknas, with whom the Colony of Senegal continued to trade.

The Escale du Coq, as has been shown in the first discussion, is not used at the present day by the Trazars, and it may be seen by Article IV of the Treaty

concluded in 1805, and cited above, that the French exhibited an eagerness to renew commercial relations with the Trazars, which shows that these relations had been interrupted during the war.

As for extending that interdiction of communication to all the rest of Africa, in order to prevent the penetration of supplies by means of other nations, to the Trazars, the Committee thinks that the English had no more right to require it than they would have to forbid trade with the Dutch if they were at war with Belgium.

At length comes the observation that the misunderstanding has lasted five years, from 1824 to 1829, between the Trazars and the Colony of Senegal, without the latter having established the blockade at Portendic. In the first place the correspondence of Senegal proves that, at the moment of the conclusion of peace, if it had still been deferred the blockade was going to be established; but then, taking the fact as it is alleged, the Committee will derive from it, conclusions quite opposed to the English system. In fact, if five years of hostility (from 1824 to 1829) were required to bring the Trazars without a blockade to make peace, if the war from July 1833 to February 1835, has likewise without a blockade produced no effect, and if, on the contrary, six months after the establishment of the blockade peace has been negotiated, accepted and concluded; is it not well established:—1. That the blockade did apply to the Trazars, since it promptly subdued them. 2. That it was indeed the only efficacious measure employed against them, since it alone has succeeded: and in the last place, that the Government of Senegal having employed it only to shorten the war, has shown at the same time the justice and the necessity of that blockade? This exposition then would suffice in itself for the purpose of bringing to a point the discussion which has taken place, and of showing that the three grounds of the English protests against the measures adopted at Senegal were unfounded.

In short, it has appeared to the Committee that, according to the avowals themselves of the English merchants, the war of Senegal with the Trazars having singularly revived the trade of Portendic, those merchants found, in the delivery of provisions, of arms, and of munitions, which they effected in that Bay, the double advantage of an immediate profit, and of the chance of a future profit, by the support which they rendered to the war; that in this state of things the French authorities had adopted, against that trade, measures, long deferred and promptly relaxed with the consideration so natural to France for a a friendly and allied Government, but so much the more founded on right: 1. That the necessities of war suspended the commercial privilege of Article XI. —2. That the English merchants became, through their trade, auxiliaries of the Trazars, and, as it were, actors in the war directed against the Africans.—3. Because those measures were authorized by those which the English authorities had often employed.—4. Because France exercised at Portendic the rights of sovereignty which authorized her to close that bay in time of war, according as her military exigencies might require, of which she alone was judge.—5. Because the comparison of the war carried on without blockade, with the results of the blockade, proved that that measure was the only one which could promptly bring about peace.

In conclusion, and for these reasons, the "Comité Consultatif du Contentieux" attached to the Department of Foreign Affairs, is of opinion that the English merchants, whose claims have been transmitted to the President of the Council, have no right to receive, on the grounds which they set forth, any indemnity from the French Government.

Done at Paris, the 24th of June 1837.

(Signed) P. ROSSI.
GABRIAC, *Reporter.*
A. DU BOUZET.
VICOMTE SIMEON.
JULES BESSIERES.

Count Molé to Earl Granville.—Page 36.

Monsieur le Comte, *Paris, March* 10.

I HAVE received, with the letter which your Excellency has done me the honour to write to me, the fresh memorial drawn up by Messrs. Redman, Forster and Smith, on behalf of the English merchants, who complain of the measures which have been taken with regard to them by the French authorities in the Senegal, in the course of the year 1834.

That document will immediately become the object of my most attentive examination, and I will hasten to make known to your Excellency the decisions of the Government of His Majesty.

(Signed) MOLÉ.

Count Molé to Mr. Aston.—Page 36.

Sir, *Paris, August* 18, 1838.

WHEN the Ambassador from England had done me the honour to transmit to me, under date of the 26th of February last, a second memorial from the merchants interested in the affairs of Portendic, I was under the necessity of causing their claims to be examined afresh with a care proportionate to the interest which the Government of Her Britannic Majesty manifested in their favour, and also to the particular character of importance which they seemed necessarily to derive from some passages of the letter of Earl Granville.

I consider myself bound to tell you, Sir, that this fresh examination has had the effect of convincing afresh the Government of the King, that these claims were founded neither in law nor in equity, and that, according to the terms of the treaties themselves, it was impossible for the Government to entertain them.

The opinion of the Comité Consultatif du Contentieux having been adopted by the Government of the King, I cannot do better than to send you a copy of it, and I annex it to this letter.

You will there see, Sir, described with exactness, the right which France had to close the French Bay of Portendic, either cursorily in 1834, to the two English vessels which were furnishing with supplies the Trazars drawn up on the coast, and whom the French vessels were cannonading, or definitively in 1835, under the form of blockade.

You will there see also stated the principles and the rules which refute the reasoning founded on the words attributed to Admiral de Rigny, Minister of Marine in 1834.

I ought, finally, Sir, to call your attention particularly to the last point treated in the Report of the Committee.

The claimants, after having sought to combat the measures of 1835, by appealing to Article XI of the Treaty of 1783, choose afterwards, on behalf of their cause, to overthrow that article with the Treaty itself, which has not, say they, been again renewed by that of 1814. However, this last Treaty, in restoring to France the colonies which she possessed before 1792, was unable to refer, in order to define legally their situation and extent, to any other document than to the last treaties in virtue of which France possessed, before 1792, those colonial territories, that is to say, as regards the coast of Africa, to the Treaty of 1783. Therefore the Government of Her Britannic Majesty, has in its relations with France, on the subject of the coast of Africa, since 1814, always taken, as the point from which to set out, this Treaty of 1783, in conformity with the evident meaning of the Treaty of 1814. The new system adopted by the claimants for some months past only, is therefore as much in opposition to the substance of the Treaties as to the language held hitherto by their own Government.

I cannot but refer, on this point, as on every other, to the expositions contained in the report of the Committee, and maintain, in opposition to those arguments, which the report refutes, the validity of Article IX of the Treaty of 1783, which, unaltered to the 1st of January, 1792, determines the state of the

possessions of France, at that time, on the coast of Africa, and consequently that state which was restored by the Treaty of 1814.

It remains for me, Sir, to express to you the sincere regret which the Government of the King feels at not being able to admit the claims again brought forward by the Ambassador of England in his letter of the 26th of February.

I have, &c.,
(Signed) MOLÉ.

Report of the "Comité Consultatif du Contentieux."—Page 37.

THE "Comité Consultatif du Contentieux" attached to the Department of Foreign Affairs, having examined with unrelaxed attention the reply of the English merchants to the opinion previously expressed by the Committee touching the measures adopted in 1834 and 1835, on the coasts of Senegal, has felt regret at not being able to coincide in an opinion, defended doubtless with talent, but forced, for the sake of its support, to gainsay the most incontestably admitted notions, both in geography and in the matter of the law of nations.

I. Question of Geography.

The three English claimants, in order to prove that the Trazars are not at Portendic, insist afresh on the sovereignty of the Emperor of Morocco with regard to that coast; on the books of Durand and of Golberry; and on the testimony of Messrs Rendall and Isaacs. But, on the subject of the sovereignty of Morocco, it has already been shown by the Committee, that it could not enter into the subject of pretended rights so foreign to the affairs of Portendic, that they have never been either known to France, or alleged by her enemies, or claimed by the Emperor of Morocco himself, to whom the English merchants wish unreservedly to make a present of them.

Touching Messrs. Durand and Golberry, it is remarkable that the English merchants, who, in their first memorial, under the name of "General Case," had appealed to the authority of the past in their favour, seeing themselves condemned by all the books of geography and of history of Western Africa known to the Committee, in their new memorial reject in a mass the information which those books contain as out of date and inapplicable to the present time; and yet pretend to combat, by means of the facts of 1785, recorded in the works of Durand and Golberry, the inquiry made in Senegal in 1835. But this inconsistency cannot avail them! While admitting that the shipwreck of M. Brisson in 1785, represented in an engraving in M. Durand's book, took place at Cape Blanco, in order to found an argument on that engraving, still it would be necessary to prove that, within the distance of 70 marine leagues, or 210 English miles, which separate Portendic from Cape Blanco, there are not at the same time to be met with different tribes of people; for example, Trazars at Portendic, and Labdessebas at Cape Blanco.

To have proceeded successfully to show that the Escale du Coq is used by the Trazars and not by the Bracknas, it would have been necessary to refute what has been said thereupon by the Committee and by Golberry, who, in pages 191 and 224 of his first volume, assigns the Escale du Coq to the Bracknas, and that of the Desert to the Trazars. But, in good faith, of what importance to the discussion is the use which is assigned to the Escale du Coq of the Senegal? what signifies the nature of the customs paid in 1785 by Durand on its shores, when the question is to know, not what happened then on that river, but with whom, in the present day, do the English trade at Portendic on the shores of the Ocean?

To make the three Treaties concluded by M. Durand in 1785 of service to the English claimants, it was necessary not only to cite Article V of the one concluded with the Trazars, as the memorial has done, but also to show that the King did not announce by a title which the others did not assume, the difference of his geographical position, except by declaring, differently from the two others, that he seriously intended and pledged himself to perform the engagement with respect to English commerce. He did not describe the influence of his position which permitted him to adhere to what the two others

could only promise; that, in fact, by himself alone consenting to lose two pieces of baft for each cantar of gum sold at Portendic, he did not show that he alone was able to prevent gum from being sold at that market, or to know if, notwithstanding his orders, any of it was sold. That is the proof which the English ought to furnish, and which they have not given. Besides, however ingenious may be arguments drawn from an engraving or from a treaty, how can it be intended to prove, by those arbitrary interpretations, that the author of a book thought the contrary of what he has formerly said respecting the geographical situation of the Trazars at page 265 of his first volume. It is necessary that the claimants efface that passage, or give up taking advantage of that work. The same is the case with respect to Golberry. What he says of the situation of the Trazars on the banks of the Senegal, is by no means prejudicial to the assignment which he makes to them of the territory to the north of that river, as far as a line unknown, he says at page 213 of the first volume, but as far as a line which certainly takes in Arguin and Portendic, since at page 208 of the same volume he establishes the Trazars on that coast, as does also his contemporary Durand.

It appears then that these authors, far from controverting the Senegal inquiry, corroborate it by their testimony, and the same is the case with respect to Messrs. Rendall and Isaacs, when, departing from general assertions, they choose to state precisely particular facts. Thus the demand for ransom on account of the shipwrecked men of the "Medusa," cited by Mr. Rendall, showed evidently the pretensions to sovereignty on the part of the Trazar King over the coast of Portendic; doubtless, Mr. Rendall has wished to weaken the effect of it by saying that that King had acquiesced in the refusal which he had twice encountered respecting ransom. But acquiesced, how? By not taking, says Mr. Rendall, any further step. And what further step could he take after a repeated refusal, except war? Besides, acquiesced in what? in the refusal of ransom, doubtless. But hence does not follow a renunciation on his part of his pretensions to sovereignty, nor, above all, of the habits of occupation and of influence, without which he could not even have conceived similar pretensions

In the second place, Mr. Rendall places the Oulademins at Portendic, as Mr. Isaacs places there the Oulad-ou-Bisbas, fierce robbers, according to the former, serviceable traders according to the second, and still the same according to the English memorial. Now, according to Balbi, pages 887 and 922, the Aulademins are indeed between Arguin and Portendic, but are positively a Trazar tribe.

The same author, in the same pages, describes to us the Moorish nations, and the Trazars in particular, being subdivided into kabyles or tribes of different names, but belonging to the same nation, just as in France there are Normans and Auvergnats, who are none the less French. The archives of Senegal show Amar, King of the Trazars, giving satisfaction for outrages committed on some Frenchmen by two Trazar tribes, the Aulad-Achars, and the Tagha-Karaguinte. In the Senegal inquiry, the Trazar Envoys mention, as bordering on Portendic, six of their tribes, bearing different names, and who are not the less Trazars. An important authority, the Baron Roger, formerly Governor of Senegal, confirms in all points, in the paper of which a copy is annexed, this fact of the unity of the Trazar nation, notwithstanding its division into tribes; it was not, therefore, without ground that the Committee said that the variety of the names of the tribes, which, according to Mr. Isaacs, have traded with him at Portendic, did not at all prove that those tribes were not Trazars.

But a consideration here finds place respecting Mr. Isaacs. The English Memorial seeks to throw suspicion on the candour of the depositions of Senegal, by saying that they had for their precise object to justify the proceedings of the French authorities. The Committee will not take up this observation again in favour of the Senegal deponents. They do not need it. It will merely cause it to be observed, that they were not interested in the discussion in question, whilst Mr. Isaacs bears in this matter at the same time the double character of witness and of a deeply interested party; for he, in conjunction with Mr. Redman, claims therein indemnities to the amount of more than £50,000. The Committee, however, refuses by so much the less to dispute his testimony, since he produces facts in support of the opinion of the Committee. Thus the fifty Moors of Portendic, marabouts or pontifs of the country, whom Mr. Isaacs engages, in the Treaty of the 23rd of August, 1834, to convey to Mecca, those Mara-

bouts are all Trazars, according to their own declaration. Thus, the Chief Aulad-ou-Bisba, Lord of Arguin and of Portendic, according to Mr. Isaacs, who, in return for the services which he promises to render to the shipwrecked, obtains from the Government of Senegal permission to come in all security to St. Louis, he and his tribe, adding that this guarantee shall be specially valid in case of war with the Trazars; this chief and his tribe are evidently Trazars, for if they were of any other nation, they would not have had need of safe conduct in case of war with that nation.

As for the proposition made, according to Mr. Isaacs, by the inhabitants of Senegal to the King of the Trazars, to give him money, in order that he might destroy the English trade at Portendic, the Committee neither denies nor asserts the fact; but it says that in viewing the fact as Mr. Isaacs relates it, it proves clearly that, in the opinion of the people of Senegal, it depends upon the King of the Trazars to destroy the trade of the English, and that to transport all the gum of the Trazars to Senegal would be to destroy that trade; whence it follows clearly that it is indeed the Trazars who traffic with the English at Portendic, and who rule there, since, without them, there is no longer trade, and since it depends upon them to prevent it. Besides, in the controversy respecting this fact, as respecting that of the Chief Aulad-ou-Bisba, what is in question? it is the opinion of the inhabitants or of the Government of Senegal, as to the abode and influence of the Trazars at Portendic, and very rightly so, for who can know them better than they [the inhabitants and Governor of Senegal]? But that opinion is not an uncertainty; it is confirmed in formal terms in the inquiry, as is that of the Governors in their acts and correspondence. Nevertheless, in order to have the opinion of one among them, who has not been at Senegal as a mere passer-through, but who has governed it during several years, and who is at this moment entirely alienated from the Government, one of the members of the Committee has consulted the Baron Roger, at present member of the Chamber of Deputies. By his answer, dated from his estate, and a copy of which is annexed, the claimants will see that he confirms the opinion of the Committee, that according to him the Trazars are at Portendic; that the foreign caravans which resort thither acknowledge the Trazar supremacy there; that the Aulad-et-Emir of Mr. Rendall, as also the Aulad-ou-Bisba of Mr. Isaacs, are Trazars; that commerce takes place at Portendic under the sanction of the Trazar King; and that nobody knows all these things better than the English traders, who pay that King the large customs' duties, and pay for the permission to traffick there. Combining then the authorities of Père Labat; of the voyage of Laquaille; the testimony in 1784, of Durand, of Golberry, of Adrien Balbi, printed in 1833; of the Geographical Dictionary in 1834; of Malte Brun, revised by Huot in the same year; of the facts cited by Messrs. Rendall and Isaacs; of the formally expressed opinion of the inhabitants of Senegal and of their Governors; it seems that no doubt can remain as to the occupation of Portendic by the Trazars. But the Committee does not hesitate to add, that the more this question shall be sounded, the more clearly will the error of the contrary theory be made manifest.

II. Question of Fact.

Moreover the facts of the war confirm the presence of the Trazars at Portendic, and their being furnished with supplies by English trade, since on the one hand they had broken off the negotiations of peace in August, 1834, on the appearance of the English vessels steering for Portendic; and on the other hand they made peace in August, 1835, when they were perfectly convinced that the port of Portendic was really closed. This fact, and the Article of the Treaty of 1835 which is devoted to the re-establishment of commercial relations with the Trazars, prove that those relations had not been continued, and that the French did not during the war supply the place of the English at Portendic, as had been asserted without foundation.

The Committee had, moreover, suitably replied on the subject of the letter of M. Valentin, but the English merchants found occasion to condemn the expressions of the Committee by citing them incorrectly. The Committee had not said, as the memorial pretends, "That it has thought it ought not to occupy itself with the calculations of merchants, even if it were proved that they had influenced the resolutions of Government." The Committee had said,

on the contrary, unless it were proved that they had influenced the resolutions of their Government. After this incorrect quotation comes a singular censure. The Committee, in reply to the charges directed against the French Government, of having made war in order to monopolize the gum trade, had made known both the political ground of the war, and the political concession of the Trazars which had put an end to it. In return for that concession, and in order to resume commercial relations, the Government consented to pay to the Trazars their old customs; and the English merchants conclude therefrom, that, since the conquerors paid the conquered, it was clear that the succession of the Princess Guimbotte was only a pretext for monopolizing the gum trade.

It is, however, evident that it is because the conquered yielded the essential point claimed by the conquerors, that the latter, in return, resumed, together with their commercial relations, the payment of the presents which are a condition of this trade.

But the spirit which prevailed in the drawing-up of the English memorial, is not less remarkable in the discussion relative to the trade in contraband of war carried on with the Trazars by the English at Portendic. The English memorial is indeed forced to acknowledge not only the fact itself, but this general fact, that munitions of war form an essential part of the African trade. Only the memorial takes its stand upon the indispensableness of the munitions for the traders who bring the gum to defend themselves against robbers, and the smallness of the supplies furnished by the English. But the Committee cannot admit either this argument or this calculation. It will not dwell upon the argument. It is evident that the traders having come without that supply, could return in the same manner; and that it is impossible, while selling muskets, powder, and balls to the Trazars, to guarantee that they did not use them against the French, with whom they were at war.

Further, it appears certain to the Committee, that the authors of the memorial have more than once abused their opportunity of denial, and it especially founds its opinion to that effect upon the following fact. After having admitted what could not be denied, according to a statement of Mr. Redman, that that merchant had sent to Portendic munitions of war to the amount of 1000*l.* sterling on board the "Eliza," the memorial adds, "that is to say, one-twentieth part of his entire shipment consisted of what are called munitions of war. It should, moreover, be observed, that this supply *was the only supply sent out on the part of the whole British trade for the season.*" In the first place, always according to Mr. Redman, the value of the cargo of the "Eliza" amounted to 6,667*l.* sterling, and not to 20,000*l.* Therefore the proportion was not a twentieth, but about a sixth-and-a-half. Besides, the Committee cannot know the real state of the cargoes sent out to Portendic by the whole of the English trade, nor even that sent by the claimants, during two years of war, not even during what they call the season. But, lastly, according to the statements furnished by Mr. Redman himself, such as they are, it is seen that on the total amount of the single cargo of the "Eliza," estimated at 6,661*l.* 19*s.* 6*d.*, were found munitions of war to the value of 1,005*l.* 11*s.* 6*d.*; and that in other vessels sent out by the same merchant, with cargoes worth in all 10,638*l.* 19*s.* 3*d.*, there were found also munitions of the same kind to the value of 802*l.* 7*s.* It is seen then on what side are the probabilities of the truth touching the evidence of the crew of the "Dunois;" and the Committee remains convinced by these facts, by the experience of the war, and by all the reports with which it is acquainted on this matter, that English trade supplied at Portendic abundant quantities of arms and of munitions to the Trazars at war with France.

III. Question of Right.

From what precedes, two facts appear in consequence certain: the first, that the enemies of France used to encamp during the time of the trade on the shore of Portendic: secondly, that English merchants carried on there a trade in munitions of war, which neither the warnings of the French authorities, nor the promises of Mr. Rendall under date of the 12th of August, 1834, had been able to prevent. From that time, France had she not a perfect right not only to

pursue her enemies on the coast, but also to cut off such a trade during the war from a bay and a territory which had been formally ceded to her by Great Britain?

No, replies the English memorial, for three reasons: the first, because the French Government had engaged not to establish that blockade at Portendic. In the second place, because Article XI of the Treaty of 1783 established, in favour of the rights of sovereignty on the part of Great Britain, a reservation under the form of a commercial privilege inviolable in time of war as in time of peace. Thirdly, because Portendic, lost to France with the Treaty of 1783, was not restored to her by that of 1814.

First Objection.—Engagements of France.

The claimants have communicated to the Committee the extract of a despatch from Lord Granville, Ambassador from England, to Lord Palmerston, dated the 31st of January 1834; one reads therein as follows:—

"Admiral de Rigny, Minister of Marine, has assured me that the French Government has no intention of placing the fort, the coast of Portendic, or any other point of the coast, in a state of blockade."

Admiral de Rigny no longer exists. He alone would have been able to explain his conversation with the Ambassador of England,—a conversation unknown either in the office of his Ministry or in that of the Duc de Broglie, then President of the Council and Minister for Foreign Affairs. At any rate, the date of the despatch from Lord Granville furnishes some elucidation on this subject. The war with the Trazars did not begin till the month of August, 1833. In the month of January, 1834, the Minister of Marine could not at all, on the first news of that war, foresee its length or its exigencies; above all, at a time when the influence of the English supplies upon that war had not yet had an opportunity of making itself felt; but the opinion of M. de Rigny was not an engagement; and the point in question, depending on the circumstances of the moment, and unknown to the head of the French Government, was not sufficient to deprive the Government, whatever might be the ulterior events of the war, of the first of the rights of an independent nation: that of employing against its enemies all legitimate means of defence.

Second Objection derived from the pretended reservation of the rights of Sovereignty of Great Britain, contained in the concession of Article XI, inviolable even in time of war and whatever may be the consequences thereof.

It has appared to the Committee that this argument, derived from Article XI of the Treaty of 1783, being refuted by Article IX, it was necessary in the first place to cite those two Articles; they are as follows:—

"Article IX.—The King of Great Britain *cedes in full right and guarantees* to His Most Christian Majesty, the River of the Senegal and its dependencies, with the Forts of St. Louis, Podor, Galam, Arguin, and Portendic."

"Article XI.—As to the gum trade, the English shall have the liberty of carrying it on from the mouth of the River St. John to the Bay and Fort of Portendic inclusively; provided that they shall not form any permanent settlement of what nature soever in the said River of St. John, upon the coast, or in the Bay of Portendic."

It follows from comparing these two Articles, that Great Britain could not reserve to herself any right of sovereignty over a territory which she ceded in full right: that in fact the liberty stipulated for in Article XI is so far from paramount, that it is restricted no less as to the space within which it can be exercised, than to the mode of its action, which admits of no permanent establishment; and that this liberty must yield before the right of possession whenever, in cases of exception, they may come into collision.

Recapitulating in relation thereto what has already been said in the first report, the Committee will repeat that Great Britain, in ceding and guaranteeing to France, by Article IX, the coasts of Senegal in full right, formally ceded and guaranteed to her the entire and full exercise of all the rights necessary to the preserving of her possession; consequently, that of making war and of

putting in force all the means employed therein. And in the first place to cannonade her enemies on the coast, wherever they assemble, to disembark there, and to pursue them there to the utmost, them and their possessions; and secondly, to interdict the supply of all munitions of war to her enemies. And if it be found that that contraband forms an essential part of the trade which the English carry on in the French Bay of Portendic, under the protection of Article XI; if the warnings of the French authorities, and the engagements of the English authorities are ineffectual to prevent it; if, in fact, painful experience shows that those supplies, in perpetuating a war which exhausts the Colony of Senegal, threaten that colony with its ruin; France derives from the precise terms of Article IX the incontestable right to suspend in that bay, during the continuance of the war, the concession contained in Article XI; and in this conflict of the two Articles, the force of Article IX overrides that of Article XI with all the superiority of that which is fundamental over that which is accidental, of that which is a right possessed over that which is a usage, and in short of the right of national preservation, the most superior of all, over a simple right of commercial utility.

But to come to the application of this right to the "Governor Temple" and to the "Industry," the English claimants insist that those two vessels were expelled from the Bay of Portendic antecedently to the blockade; and that after their expulsion their return was permitted. The answer is easy. The French authorities have always had the right, under the grave circumstances which have been detailed, to forbid to English vessels the French Bay of Portendic, as they might have forbidden Hâvre or Bordeaux. They have, however, had a strong repugnance to the blockade, that is to say, to definitive prohibition, as long as unhappy experience did not point out to them its imperative necessity. Therefore, the first measures had, in fact rather a threatening than a definitive character. The Governor of Senegal preferred at first to yield to the English expostulations, and to await both the orders from France and the effect of his own representations addressed to the Gambia; in fact, to permit the return of the two vessels to Portendic. But this just consideration towards an intimately allied nation, this friendly hesitation, this moderation, in fact, employed in the exercise of a vigorous right, could not impugn it; and it lost nothing of its force because M. Pujol suspended its severity.

Third Objection.

The coast of Portendic, lost to France by the abolition of the Treaty of 1783 in consequence of the war, has not been restored to her by the Treaty of 1814.

Article VIII of that Treaty, say the English, while restoring to France the *colonies, fisheries, factories, or establishments* which she possessed before 1792, could not restore to her a coast which cannot be classed under any of these four denominations.

Two preliminary observations here present themselves: first, if this supposition were correct, would it be profitable to the claimants, who, after having based their rights on Article XI of the Treaty of 1783, would throw over that Treaty, and with it the obligations which they wish to impose upon France by virtue of that Article.

In the second place, if that supposition were correct, how does it happen that neither the two Governments of France and of England, nor the claimants themselves, who, in their preceding discussions, went all upon the supposition that that Treaty existed, had no suspicion, until now, of its abolition?

The reason for that is simple. It is that this discovery has no foundation. The English memorial cites passages from Golberry, tending to prove that the French establishments of Portendic and of Arguin, that is to say, the walls of those two forts, were abandoned in 1787. Therefore, say they, Portendic and Arguin cannot be reclaimed as establishments. But do they the less form a portion of the colonial possessions of France on the coasts of Africa? If the intention of the Treaty of 1814 had been to understand by the word "colony" only the colonial territory cultivated or built upon, would then the uncultivated regions of Guadaloupe, for example, have remained to the English? But it is not so at all. Colony means and has always meant all the territory over which extends the jurisdiction which usage and treaties assign to it. If necessary, a

proof of this would be found in the following fact. When Article X of the Treaty of 1763 ceded to Great Britain the "possession of the River of Senegal with all the rights and dependencies of that river," the English Government, thinking that Arguin and Portendic, although not designated by name, formed part of that cession, forbade the trade of it to strangers; and some French merchants having chosen to contest that interpretation by trading there, the British Ministry protested, and maintained that that traffic was illegal, because all the coast as far as Arguin was comprised in that expression "of Senegal and of its dependencies." This protest was fully admitted by the Duke d'Aiguillon, Minister for Foreign Affairs of France, as may be seen by his letter dated the 17th of June, 1773, to Lord Stormont, Ambassador from England. Now, in 1783, the state of colonial possession of France on the coast of Africa has been regulated with still more precision, since Article IX not only secures to her *Senegal and its dependencies*, but even expressly mentions Arguin and Portendic. The war, it is objected, has annulled that Treaty. Be it so: but to fix the state of colonial possession prior to 1792, which is restored to France by Article VIII of the Treaty of 1814, it is clearly necessary to go back to the former treaties which had fixed that colonial state such as it existed before 1792. It is necessary then to go back, with regard to the coast of Africa, to the Treaty of 1783, since it was that which then made the law. There is still more to be said, namely, that if there could be any doubt respecting the portions of that Treaty which Article VIII has revived, it would not be respecting Article IX of the Treaty of 1783, which, fixing the extent of colonial possession, has been incontestably again put in force, but respecting Article XI, which stipulates for injunctions, of which Article VIII of 1814 makes no mention.

In recapitulation, the Committee considers itself to have answered all the principal objections produced or reproduced by the English memorial. And the Committee must confess it, this fresh examination has strengthened its conviction of the slightness of the foundation of the demands preferred by the claimants. They have suffered, it is said; but from what? From the fact that some commercial speculations which abused a diplomatic stipulation in order to carry on a trade become illicit in time of war, have suffered some interruption; from the fact that France ended by refusing her territory for the furnishing of supplies to her enemies; from the fact that she at last turned out of their course a portion of the munitions destined against her. And is it for France to indemnify these auxiliaries of the Trazars for such losses? The Committee do not think it.

Done at Paris, this 18th day of July, 1838.

(Signed) JUL. BESSIERES.
ROSSI.
A. DU BOUZET.
GABRIAC,
Reporter.

Baron Roger to the Marquis de Gabriac.—Page 43.

M. le Marquis, *La Moote, St. Firmin (Loiret), July* 3, 1838.

WITH reference the blockade established by the Government of Senegal before the Bay of Portendic in 1835, and to the protest which some English merchants appeared to have raised on this subject, you ask me what Moorish nation does in fact occupy the coast of Portendic, according to the information which I have derived during my long Governorship of Senegal.

From all antiquity the Trazars are considered in the colony as occupying the coast as far as the Bay of Arguin. That is the tradition, the common opinion, the voice of the people, and, in such a matter, it is a great authority; the Government of the colony, the instructions of the Minister, have always admitted this fact as a truth which has never been contested.

The English merchants know better than anybody to what nation the coast of Portendic belongs. With whom do they treat to obtain permission to buy gums at that point, and the protection of which their trade has need? With the King of the Trazars. It is to him that they pay what is called the great customs, that is to say, commercial dues which imply recognition of sovereignty.

What are the Moors who encamp at Portendic to protect the trade, and regulate the police of the port? They are the Trazars. The English cannot deny it, all the Senegalese will say so. I have received from the King of the Trazars letters dated from Portendic. I have had envoys who have been received by him, *in his camp at Portendic*, in sight of the English vessels employed under his protection in the gum trade. Our cruizers on the African station, if they have communicated with the land at Portendic, as I enjoined them, ought to know, and can likewise certify the fact.

Some caravans belonging to other Moorish nations, also bring gums to the port of Portendic: that is true. It is the same with our river ports. But that does not constitute for those nations a right to the possession of the coast of Portendic. They are admitted there only on the twofold condition of not being at war with the Trazars, and of paying to them a duty.

Everybody knows that the Moorish nations are divided into tribes, which have particular chiefs, who in fact enjoy, and who affect to enjoy great independence, especially amongst the thoroughly wandering Moors. These tribes are none the less in right and in fact bound together in a body as a nation, and subjected to one principal chief whom we call king. This system of political organization sometimes admits of certain tribes putting themselves more forward than others, according to the relations of neighbourhood and of commerce. Still the common and national bond does not the less exist. It is thus that the Oulad-Bisba and the Oulad-Dim may have been considered improperly as distinct and independent nations. They must necessarily, in fact, have attracted, more than the other Trazars, the attention of navigators, because they commonly remain near the sea-coast; and because some among them even have canoes, and betake themselves to fishing; but they form incontestably a portion of the Trazar nation.

Furthermore, this, it seems to me, is where it is right to take our stand. The King of the Trazars levies the great *customs* on the gum trade at Portendic; he regulates the conditions and the time of the opening of the port; he encamps there, or makes his people encamp as a measure of protection and of municipal regulation; these facts are in the knowledge of the English. Therefore the sovereignty at Portendic cannot be disputed with the Trazars.

Were this state of things indeed less evident, the blockade of Portendic would none the less have been regular, and in conformity with the common right as regards the coast of Africa. Precedents afford proof of that. When, in 1824 or 1825, the Ashantees beat the English, and murdered Governor Macarthy, a blockade was established till the peace, not only on that part of the coast which was contiguous to the Kingdom of Ashantee, but on all the neighbouring coasts.

A more recent example may yet be cited. The English had lately a quarrel with the small country of Baro, on the right bank and at the mouth of the Gambia, in front of their establishment at Bathurst (St. Mary's). Not only was the blockade declared for the shores of Baro, sea and river, but all communication even was forbidden to our trade with the Mandingoes of the upper country, and with the caravans of the interior of Africa. We were obliged, moreover, to evacuate our factory of Albreda in the Gambia. However, we felt that it was a national necessity, a kind of political right quite peculiar in the common interest of the European colonies on the western coast of Africa; and, far from claiming indemnity, we sent armed vessels to defend the English town against the natives. Our intervention hastened the arrangement of affairs.

Many other facts, many other arguments, might be employed for the purpose of rejecting the English pretensions. I cite only from memory, for all my documents are at Paris.

Accept, &c.,

(Signed) BARON ROGER.

DIVISION V.

M. Thiers to Earl Granville.—Page 4.

M. l'Ambassadeur, *Paris, April* 24, 1840.

YOUR Excellency did me the honour to inform me on the 17th of this month, of the choice which Her Majesty the Queen of England had made of Messrs. Bulwer and Rothery, to proceed, in concert with the Commissioners whom the Government of the King may appoint, to examine the claims to which, on the part of certain British subjects, the forced suspension of their trade at Portendic, during the years 1833 and 1834, has given rise. I have hastened, consequently, to take the orders of His Majesty with regard to this matter, and have the honour to make known to your Excellency, that the Government of the King has chosen to form part of the Mixed Commission, the Marquis de Gabriac, formerly Ambassador, and M. Ducos, member of the Chamber of Deputies.

These gentlemen will be ready to enter into conference as soon as the English Commissioners shall have signified their desire to do so.

I have, &c.,
(Signed) A. THIERS.

M. Chaize to Messrs. Forster and Smith.—Page 22.

Gentlemen, *Nantes, April* 23, 1836.

I CONFIRM my letter to you of the 16th instant, and I now proceed to reply to that part of your letter of the 12th, which speaks of the tardiness and of the difficulty which we experience at Senegal, when we wish to forward gums to you; in reply to that, I can only repeat to you what I have already said. If, when I had the honour of visiting you in London, you had consented to open with me the credit which I asked of you, certainly with the obligation under which we should have been to remit to you a great quantity of gum, we might have freighted a ship entirely to convey them to you, and that would have procured for you large commissions, and for us large profits, since you know that the bafts gave us 60 per cent. profit last year. Should it suit you to take half the share in sending a cargo to Senegal, I consent thereto, with all my heart, and I pledge myself that all the gums coming from the association, shall be sent to you in London; but for that it will be necessary to work on a large scale, that is to say, the cargo should be of the value of 6000 pounds sterling, of which you would advance to us our half, and then we should be able without difficulty to freight a ship at Senegal, for London, which would convey to you the capital and the profit. This would suit me so much the more, since I see that at present gums sell much dearer in England than in France.

Some merchants of Senegal have asked for freedom of trade at Senegal, but the greater number who have never been in connection with English merchants, have been afraid of competition, and have opposed the measure demanded. It is against the influence of this fact that I told you to enjoin the merchants of your country, who are in connection with the Gambia, to induce your Government to get ours to consent to liberty of trade between Senegal and England.

As for what you say of the abstaining of our Chamber of Deputies, with regard to admitting a more liberal system in the commercial relations between France and England, I coincide in your opinion, because I think it correct, and because I have shared it for many years; but what can my voice do to overthrow the antiquated notions of some of our deputies, who have no idea of trade, and who are in the most profound ignorance of the benefit which would result to our two nations, if it were permitted to English and French merchants to exchange freely the produce of their industry and of their soil? Such has been my very sincere wish for a long time, but, alas, up to the present time it has been fruitless.

I have, &c.,
(Signed) VOR. CHAIZE.

M. Valentin to Messrs. Forster and Smith.—Page 22.

Sir, *St. Mary's, March* 20, 1835.

A free association for the gum trade at Senegal has been formed two months ago. The position of the colony called for it. I have been chosen by the inhabitants to direct this operation. We have purchased all the bafts on the spot, about 50,000 pieces, at thirty-six pounds of gum the piece, on the condition imposed upon the sellers, not to dispose of any of the bafts which they may hereafter receive from Europe, but for the Galam expedition, a time at which the gum trade is nearly ended. The blockade of the capital, established at Portendic by the French Government, affords us reason for counting on gums from the nation of the Trazars; and allowing for an ordinary harvest, we have reason to believe that our association will clear for itself 1500 tons of gum out of all that which it will barter for in the three ports of the river. Thus there would accrue to our association a profit of 400 tons of gum, calculating its general debt at 1100 tons. Already several persons interested are inclined for a transmission to Europe, always under my direction, of the gums which would result from their profit in the trade. I dare not fix on any sum; but under the supposition that this project be followed up, this is what I am going to propose to you. Does it suit you, that in addressing to you the notice of the gums shipped to your consignment, your house should be drawn upon for $\frac{1}{5}$ or $\frac{1}{4}$ of the value shipped at two or three months after sight? It would be of importance to us to make use of this power on occasion of need, because we should have expenses to pay in specie, which it would not be possible for us to procure for ourselves but by a sale of gums on the spot, or by an issuing of drafts on your house. In your reply, the promptness of which is of the greatest importance, it is expedient that you authorize me to say to the parties interested, that, in case of need, you would make to them advances, through me, for a purchase of bafts and other articles in return.

Awaiting your answer on this subject, I, &c.,
(Signed) F. VALENTIN.

P. S.—The answer which you may address to me by way of Gambia, should be, pursuant to its nature, recommended to the care of Mr. William Forster, who would immediately hire, if need be, a small boat to carry it to Goree to Mr. Cabenil, who would be requested to forward it to me immediately by a messenger.

(Signed) F. V.

DIVISION VI.

M. Guizot to Mr. Bulwer.—Page 3.

Sir, *Paris, June* 11, 1841.

YOU did me the honour to write to me on the 15th of last month, to ask me if M. Ducos is ready to continue the discussion on the claims to which the blockade of Portendic has given rise. Obliged by his private affairs to leave Paris, M. Ducos could not engage at present in this affair; but, in order no longer to delay the solution of it, which the Government of the King desires no less than that of Her Britannic Majesty, I have taken the order of His Majesty, and I am happy to be able to announce to you that he has appointed M. Dumon, Member of the Chamber of Deputies, and one of the Vice-Presidents of the Council of State, to follow up the discussion instead of M. Ducos, and conjointly with the Marquis de Gabriac.

As soon as M. Dumon shall have made himself acquainted with the affair, he will take care to inform you of it, and the conferences may immediately be resumed.

(Signed) GUIZOT.

M. Guizot to Mr. Bulwer.—Page 4.

Sir, *Paris, August* 6, 1841.

I SEE by the letter which you did me the honour to write to me on the 26th of last month, that Mr. Rothery, instructed to pursue, conjointly with you, as Commissioner of Her Britannic Majesty, the examination of the claims relative to the blockade of Portendic, has arrived at Paris. As nothing, consequently, further prevents, Sir, the conferences on this affair being immediately resumed, I have requested the Marquis de Gabriac and M. Dumon to concert with you in order to fix the day of your first meeting.

Accept, &c.,

(Signed) GUIZOT.

The French Commissioners to the British Commissioners.—Page 9.

THE note, dated the 31st of July, which was on the 12th of August delivered by the English Commissioners to the Undersigned French Commissioners, seems to have two objects, first, that of assigning a result to the conferences of last year; in the second place, that of discussing some of the points contested.

With regard to that part of the English note which presents a sort of report of what had been said last year, the French Commissioners both think it right to be silent thereupon. The one, M. Dumon, because he did not attend the conferences of that time; the other M. de Gabriac, because at the opening of those conferences, it was agreed between the Commissioners not to leave any written trace of the discussions.

As for the observations contained in the English note on several controverted points, the Undersigned will not entertain the whole of the question, but will confine themselves to some partial and short remarks in the order followed

by the note in question, and which apply, first, to the "Governor Temple" and to the "Industry;" then to the "Eliza;" in the third place to the blockade in general.

1st. As concerns the "Governor Temple" and the "Industry."

There is in the English note a sort of summary of this question in these terms,—

"Was the trade at anchor a permanent establishment or not? This point seemed the only one to decide."

But the Undersigned consider that the question is more complicated, even in considering only the letter from the commander of the "Dunois" to the English captains; still more, on considering the commentary which the correspondence of the Governor of Senegal furnishes thereupon, and in fact on recalling to mind the opinion of the "Comité du Contentieux."

1st. The letter of the commander of the "Dunois" is conceived in these terms:

"Considering that against all the laws which exist between civilized nations, the Governor of St. Mary of Gambia has sent you to Portendic to furnish supplies daily to the Trazars, with whom we are at war, and that he has failed in this matter in the gratitude which he owes to the French Government, since the composition of your cargo cannot but be of great assistance to our enemy; I therefore, conformably to the instructions which I have received from the Governor of Senegal, have the honour to require you to get ready to sail immediately, and only to engage in the gum trade with the Moors of the Cape of Portendic, whilst under sail, as is stipulated by the Treaties made between the two Governments. In the event of your not complying with my invitation, I beg of you to give me your refusal in writing, being well determined to compel you to obey it."

It follows from this letter that the captain of the "Dunois" admits, it is true, that, according to the terms of the Treaty, the trade must be carried on under sail, but that the Governor of Senegal imposed the vigorous condition on the English merchants, only in consideration of the wrong proceedings of the English with respect to France, and of their supplies to the Trazars.

2ndly. Then by the correspondence of M. Pujol with Mr. Rendall and the Ministry of Marine, these grievances are set forth in the following manner:—

"Succours from Senegal had in 1831, delivered the Colony of Bathurst from the very serious danger in which the aggression of the bordering population of the Mandingoes had placed it. France on this expedition expended her money, exposed her soldiers, and lost for a time her factory of Albreda, whence her agent was obliged to fly before the Mandingoes, who were irritated that France joined with the English, their enemies. In return, however, for so generous an assistance, not only did the English refuse to reimburse the expenses of the expedition, but the Governor of Gambia opposed himself for four years, to the return of the French Agent to Albreda, who had withdrawn himself only in consequence of the assistance given by the French to the English; and at last, when the Colony of Senegal was in its turn afflicted with the evils of the war which the bordering population of the Trazars waged against it, English trade supplied to these latter, the means of subsistence in food, and the munitions without which that war would have been promptly extinguished, as the experience of the blockade subsequently showed."

It is true that, with regard to the munitions of war, it has been observed that the manifests of the "Governor Temple" and of the "Industry," mentioned no article of that nature, and it has been added that the commander of the "Dunois" having had at his disposal those two vessels, had found no munitions of war therein.

But it is to be remarked that no search was made on board those two vessels; and it must be added that, in the situation in which they were, it seems that every examination must have come too late; the "Industry" had entirely discharged her cargo; the "Governor Temple" from the 8th to the 9th of July, was enabled to get rid of her articles of contraband. Such is at least the appearance which results from the following passage of the report of M. Pujol to the Minister of Marine, dated the 19th of August, 1834:—

"What is very certain, and in accordance with the avowal even of the

crews of the two vessels temporarily detained by the 'Dunois,' is, that the greater part of the cargo of the English vessels consisted of powder and of arms. A brigantine disembarked an immense quantity of the former; and the officers of the 'Dunois' had an opportunity of seeing arms shipped at St. Mary's."

The assertions of the officers of the "Dunois" were not, it is true, obtained on the faith of an oath, and M. Pujol did not make them the subject of a judicial inquiry. But his conviction was precise in this respect; it had been produced only through the conviction of his subordinates, yet it may doubtless be set up in opposition to contrary assertions. And under the doubt produced by these contradictory assertions, was it not right to take into account a general and positive fact concerning the trade with the Moors? The French merchants, the English merchants, those even interested in this affair, are unanimously of opinion that in the barterings designed to obtain gum from the Moors, it is indispensable to include a certain quantity of powder and of arms. Had the "Governor Temple" and the "Industry" alone made an exception to the general rule? and, with such a probability in favour of the existence of munitions on board of them, ought the opinion of those who deny it to prevail over the testimony of those who affirm it?

3rdly. However, besides these statements extracted from the correspondence of the Governor of Senegal, the Undersigned must here state the opinion declared in the memorandums of the "Comité du Contentieux," namely, that at the time of the warning off in question, the Trazars being drawn up on the French coast of Portendic, the French had perfectly a right to disturb their trade by attacking them, and injuring them by all the means in their power, as well as to close for a time, by virtue of a right of war superior to the right of commerce, the French bay of Portendic to the English vessels, as they would have closed a port of France where the enemies of that country had been furnished with supplies.

Such are, in the opinion of the Undersigned, the true elements of the discussion concerning the "Governor Temple" and the "Industry."

2ndly. Relative to the "Eliza."

When the captain of this latter vessel returned from Gambia and from Sierra Leone, to cast anchor at Portendic, on the 4th of February, 1835, is it probable that he was ignorant of the notification of the blockade transmitted under date of the 17th of January by the Governor of Senegal to the commandants of those colonies when so near?

At all events, the captain of the "Eliza" appears, according to his letters to the commander of the "Bordelaise," to have been quite determined to take no account of the advice which the latter gave to him under date of the 14th of February, and to do nothing which might prevent his expulsion in ballast. It is to be remarked further, that that vessel was considerably laden with munitions of war. It contained them to the value of 1008 pounds sterling on a cargo of 5000, and something over; would it be for France to pay for the powder supplied against her? The Undersigned do not think so.

3rdly. The Blockade.

The note from the English Commissioners contains a sort of reservation which contests the right of France to close the Bay of Portendic to English vessels on any occasion. But the reasons for that reservation not being shown, the Undersigned refer to what has already been said on that subject in the memorandums of the "Comité du Contentieux," and which has not been refuted hitherto. They make on their part all reservation in favour of the rights of France on that point.

As for the list of vessels sent out and turned back by the blockade, or not sent out through the knowledge of the adoption of that measure, the Undersigned must confine themselves to the following observation, that two English vessels only were turned back from Portendic during the blockade, according to the reports of the French authorities. Those two vessels are the "Oscar" and the "Matchless."

With regard to the observations brought forward in the English note, on the subject of the conversation which Lord Granville had had with Admiral

de Rigny, and on the subject of the omission of a notification of the blockade at the capital, the Undersigned are forced to repeat in some manner what has already been said on that matter.

Touching M. de Rigny, the English Commissioners seem to think that, if the Minister of Marine could not of his own accord pledge his country relative to measures depending on ministerial departments other than his own, he could at least irrevocably bind France by his assurances as far as concerned maritime operations. But the Undersigned are as far from sharing this opinion as they would be from believing that the Minister of War, for instance, could, without a special order, and at his own suggestion, validly pledge his nation to an Ambassador, to send an army into a foreign country.

Such promises, which pledge a nation to other Powers, could not, in any case, be made but by the whole Government together, and they could not be uttered by any other organ than that of the Minister for Foreign Affairs. So that, supposing that M. de Rigny may have given that assurance, and whatever might have been his language, he would not have been able to deprive his country of the first of the rights of an independent nation: of the right to use all legitimate means to carry on war against its enemies. It would appear, besides, that Admiral de Rigny attached much less importance than Lord Granville to the conversation in question, since no record of it is found either in the memory of those employed under him, or in the papers of his Ministry.

As for the notification at the capital, the undersigned Commissioners concur entirely with the English Commissioners, in a strong feeling of regret that such notification was not able to be made: but they will make the remark, that, at such great distances as that which separates France from Senegal, it is difficult to prescribe with fitness, both the establishment of a blockade and the moment when it ought to be established; doubtless many of the blockades declared by English local authorities, may have been anticipated and authorized contingently by their central Government without its having notified them, being in ignorance whether they would after all be actually established. In this instance, M. Pujol, writing to the Minister of Marine, expressed an opinion of the necessity of establishing a blockade four months before he received authority for it. On sending the authority, the Ministry of Marine was then ignorant whether the circumstances might be still the same; whether peace for instance might not have been established during that lapse of time. It enjoined also, not to establish it till after having assembled the necessary vessels, and it did not know the precise moment when that assembling might have been effected. How then could the French Government have been able to notify to England a fact, the existence and time of which were still unknown?

Such are the explanations which the note in question invited the Undersigned to give to the English Commissioners. The French Commissioners add thereto the expression of the regret which the temporary adjournment occasions them of the conferences suspended by the departure of M. Dumon, who is at this time of the year summoned by his political duties in his department. Perhaps this painful interruption might have been avoided if, when the Minister for Foreign Affairs informed the Minister of England, under date of the 11th of June, of the nomination of the French Commissioners, those of Her Britannic Majesty had been able to join with them sooner than in the last days of July. But, after all, since that adjournment has become inevitable, it is permitted to hope that a more profound acquaintance with the respective arguments of the two parties will allow of the arriving at a prompt solution of this affair on the resumption of the conferences.

At all events, the Undersigned must point out a new element which ought to be comprised in the discussion at this period. In compliance with the order of their Government, they must not conclude this note without requesting the English Commissioners to give their attention then to a French claim, caused by an abuse of authority committed on the coast of Africa, by the commander of the English brig the "Curlew." This officer, having stopped and seized the French vessel the "Niger," delivered it to the English judicial authority of Sierra Leone, under the charge of piracy; but after nine months' detention, the Court of Admiralty of that colony discharged M. d'Erneville, owner of the "Niger," acquitted. Nevertheless, this person has in vain for four years been soliciting a just indemnity of all the injuries which his arrest and his long detention have occasioned him; and the French Ministry, which has several times addressed the English Government on this subject, by means of the King's Embassy in

London, not having obtained any answer on this matter, thinks that it is right to treat this question at the same time as those of the English claims with regard to Portendic. The Ministry of Her Britannic Majesty will be enabled to give, on this subject, instructions to its Commissioners, with every knowledge of the matter; nevertheless, if explanations should be necessary for them, they will be furnished by the French Commissioners.

(Signed) S. DUMON.
GABRIAC.

Paris, August 18, 1841.

Regulation of the Society for the Gum Trade in 1835.—Page 44.

ARTICLE I.

There shall be formed between the Undersigned a society, in 1835, which shall have for its object the carrying on of the gum trade at the "Coq," during the war, and at the usual ports of the lower end of the river, in the event of peace.

ARTICLE II.

There are admitted into this society all those who formed part of the association formed on the 17th of May, 1834, as well as those who have been in the habit of carrying on the trade, and those who may be known to have made arrangements for that of this year. However, excepted are those shareholders in the said association, who are sellers of bafts to the present society, or who are employed or established whether at Gambia, Goree, or at the lower end of the coast, or who have no longer an establishment at St. Louis.

ARTICLE III.

There shall be established four classes of shareholders in the society, whose portions are fixed as follows:—

One share for the first class; three-quarters of a share for the second class.

A half share for the third class; and lastly a quarter of a share for the fourth class.

Admitted into the first class are those who annually trade in sixty thousand pounds of gum and more, on their own account.

Admitted into the second class are those who annually trade in thirty thousand pounds of gum and more, or who send out a cargo for the purpose of trading in that quantity on their own account.

Admitted into the third class are persons who, not being able to afford proof of having carried on the trade consecutively during the last six years on their own particular account, shall have carried it on in one of those years.

Lastly, into the fourth class are admitted traders, who, not carrying on trade on their own particular account, carry it on on some other's account.

ARTICLE IV.

The shares cannot on any account be transferred.

ARTICLE V.

The shareholders engage, under pain of five thousand francs penalty, not to make, directly or indirectly, any river expedition for the purchase of any produce whatever during the continuation of the trade.

ARTICLE VI.

The shareholders engage alike, under the same penalty, not to accept any employment to trade up river for account of individuals strangers to the society.

They engage also, under the same penalty, not to lend, let, or freight their vessels for any expedition having connexion with the produce of the river trade.

ARTICLE VII.

All the shareholders shall be bound to one another individually and collectively, until the funds of the society are paid up; each member of the society is bound, under pain of forfeiture, to furnish within the fifteen days which shall follow the signing of the regulations a deposit to the satisfaction of the Council of Administration, which deposit shall consist of twelve hundred gourds for the first class, nine hundred gourds for the second class, six hundred gourds for the third, and three hundred gourds for the fourth.

ARTICLE VIII.

The conditions of payment and of delivery shall be regulated by the Council.

ARTICLE IX.

The persons interested shall be represented by a Council of Administration, composed of seven members appointed by the general assembly and taken from among the members of the society, and a President, at the choice of the assembly.

There shall be four supernumerary members also appointed in general assembly, and who shall supply the place of members of the Council, in case of necessity, in the order of seniority.

ARTICLE X.

The duties of the President, Members of the Council, and supplementary members, shall be gratuitous.

Two Secretaries shall be attached to the Council. They shall be remunerated, and their emoluments fixed by the Council of Administration.

ARTICLE XI.

The Council superintends and directs the common interests.

It provides for the freighting and for the fitting out, and for the dismantling of the ships; for the purchase, for the receiving, and for the sending out of merchandize, and for the receiving the produce for sale, or for subdivision.

It corresponds, through the medium of its President, with the persons trading at the port, of whom mention shall be made hereafter.

At the closing of the trade and on the return of the ships it will proceed within the space of a month to the general settling of the affairs of the association.

ARTICLE XII.

There shall be sent out twenty ships, of which ten for trading at the port and ten for transport. The former ten shall be chosen from among vessels of ten tons and upwards, and as much as possible among the best sailers.

ARTICLE XIII.

On board of each of the ten ships making for the port there shall be placed a Commissioner and a paid Secretary, whose emoluments shall be fixed by the Council of Administration.

The Commissioners shall be appointed, by the general assembly and the secretaries by the Council.

ARTICLE XIV.

The Council of Administration at St. Louis shall elect one person from those trading, with whom it will usually correspond respecting the affairs of the trade.

This person shall be charged with the general management of affairs, and with the sending out of merchandize at St. Louis for Bordeaux; established by each of the traders, and certified by the officer charged with the police of the port.

For this purpose there shall be attached to him a special secretary.

All the customs shall be paid by the chief of the Commissioners on board of the ship on station, and in presence of the commander.

ARTICLE XV.

The price of baft in the river shall be fixed by the Council of Administration before the departure of the ships, as well as the mode of payment of the customs.

The price of the thousand shall be fixed at the port.

Gums conveyed to the port by the Moors for discharge of debts will be permitted to be recovered for the account of the creditors, and must, on those occasions, be deposited on board of the vessel on station. This deposit will not, however, be permitted to take place, unless the debt shall have been recognized previously to the time of the departure of the ships of the society from St. Louis.

Titles of credit which shall not have any certain date shall not be admitted till after oath taken by the two parties before the commandant of the port and the traders assembled in council. It is forbidden to the traders to have conveyed on board with them any gums which might be brought to them by the Moors in payment of their credits on these latter. The said gums must be carried directly on board the ship commanding the port.

ARTICLE XVI.

The supplying of the cotton cloths necessary for the society shall be reserved exclusively to the "Signares" of St. Louis.

ARTICLE XVII.

The members of the society enter into an engagement, in signing the regulations, not to make any loan to the Moors, under pain of a thousand francs penalty.

ARTICLE XVIII.

The society will establish itself on the spot in place of the traders, who, being at present at the Escale du Coq, would not be able, in consequence of the present conventions, to continue to put into port.

ARTICLE XIX.

A provident fund shall be established with the view of amending either the errors which may have been committed to the prejudice of the inhabitants of that town, or the misfortune which might arise in the course of the operation. This fund shall be formed by a previous levy of two per cent. on the capital of the society.

The following are the Signatures.

[Eighty-one names.]

Agreement concluded between the Merchants of St. Louis, sellers of Bafts, and the inhabitants of that town, associated for the Gum Trade in 1835.—Page 47.

ARTICLE I.

The society contracts for all bafts at present on the spot in the hands of the undersigned merchants, and further, for all those which shall have been bought definitively for their account at the places in France, previously to the arrival of the ships which may have left for Europe, on the nineteenth of the present month of December, either from Senegal, from Goree, from Gambia, or from Sierra Leone, or from the Cape Verde Islands. These purchases of bafts must be proved by duly legalized extracts from the registers of the royal brokers, which extracts shall no longer be valid as proof after the end of next June. However, as far as concerns Messrs. Rey and Rolland, who produce a letter from their employer at Bordeaux in order to claim an exception in their favour, the society will accept, as documentary proof, and always within the above-mentioned period, the bills of lading relative to the bafts which Messrs. B. and E. Dévés of Bordeaux have ordered directly from India, and which would arrive at Bordeaux in the first two months of 1835; the said bills of lading being accompanied by an extract duly legalized of the manifest of the ship carrying the said bafts.

ARTICLE II.

The price of the baft is fixed at thirty-two pounds of gum a piece, in case of the non-blockade of Portendic, and at thirty-six pounds of gum, in case of blockade declared by the French Government.

ARTICLE III.

The society will deliver its gums in proportion to the arrivals of its ships from the ports.

ARTICLE IV.

The society engages to give the preference to merchants always at the same prices for the purchase of the bafts of which it might have need, over and above the quantities for which it may have contracted.

ARTICLE V.

Provided that the inhabitants forming part of the society consent to abstain from selling the bafts which they have in hand, the undersigned merchants engage not to sell any of theirs for the trade of the ordinary ports, and that of "Mangot," nor to make any river expeditions, Galam excepted, for any produce whatever, pending the duration of the trade which the society will carry on.

ARTICLE VI.

The supplying of the thousand is reserved to the society, as is that of the cotton cloths to the "signares." With the exception of these two articles, the assortments of trade, the prices of which shall be matter of discussion shall be supplied by the undersigned merchants, and paid in gum, at the rate which shall be fixed by a commission appointed *ad hoc* by the President of the Committee of Commerce.

ARTICLE VII.

The bafts shall be fair and marketable, and in conformity with the decision of the Committee of Commerce, without the seller being permitted to demand anything for an excess in length and breadth of the pieces; at the same time, in consideration of a certain number of large bafts, which the Undersigned merchants are going to deliver to the society, either immediately or after the first arrivals expected from one day to another, the society consents to receive as fair and marketable, such of the bafts as, having the suitable colour and texture, may be only thirty-three cubits in length, according to the samples deposited in the hands of Messrs. F. Valentin and Calvée, representatives of the society and of the contracting merchants. The bafts which may not be of the length of thirty-three cubits at least, shall be subject to a proportional compensation, if the merchants who are the sellers do not like better to keep them in order to supply others, without prejudice, however, to their obligation to deliver to the society the bafts which it might demand of them in consequence of its necessities, and within the limits of the present contract.

ARTICLE VIII.

All the gums dealt for at the ports to the time of the notification at Senegal of the blockade of Portendic, which blockade shall be proved by a certificate from the Commandant of the port, shall be taken in payment for the bafts, at the rate of thirty-two pounds a-piece.

ARTICLE IX.

Merchants, sellers of bafts shall be obliged to show to the Commissioners of receipt at the periods of the deliveries, all the bafts which they may have in store. The choice of them shall be left to the Commissioners of receipt.

ARTICLE X.

Such of the members of the society as, after the payment of the debts of the society, shall have gums the proceeds of their profit under the present operation, undertake to cause the undersigned merchants to decide as to the use which they intend to make of their gums in the course of twenty days which shall follow the return to St. Louis of the last trading ships of the society. The preference is promised, at the uniform price, to the undersigned merchants, in case of sale.

ARTICLE XI.

The present Convention becomes null and void in case the King of the Bracknas should not choose to recognize the society, and should prevent it from trading.

ARTICLE XII.

In case the gum harvest should fail, it shall be allowed to the undersigned merchants to take back the unsold bafts, or to propose the same Convention in the year following.

ARTICLE XIII.

The merchants, sellers of bafts, engage to declare in writing, before the signature of these presents, the quality of the bafts which they have at present in hand.

ARTICLE XIV.

A copy of the present Convention has been transmitted to each of the parties.

St. Louis, December 28, 1834.

The Signatures follow.

[Twelve names.]

DIVISION VII.

The Marquis de Gabriac to Mr. Bulwer.—Page 3.

Sir, *Friday, March* 11, 1842.

I HAVE received the collective note which Mr. Rothery and you have done M. Dumon and me the honour to address to us, and which was sent to my house. I have communicated it to M. Dumon, who, although still weak, is in a fair way of recovery; and we flatter ourselves that we shall be able, next week, to meet you in conference.

Accept, &c.,
(Signed) GABRIAC.

The Marquis de Gabriac to Mr. Bulwer.—Page 3.

Sir, *Paris, March* 15, 1842.

IF it be convenient to you, as well as to Mr. Rothery, to be, next Thursday, the 17th of this month, at half past 1 in the afternoon, at the office of Foreign Affairs, M. Dumon and I will be there.

Accept, &c.,
(Signed) GABRIAC.

The Marquis de Gabriac to the British Commissioners.—Page 3.

Paris, April 6, 1842.

THE Marquis de Gabriac has received the collective note which Messieurs Bulwer and Rothery did him the honour to address to him collectively with M. Dumon.

He hastened to make known to the Minister for Foreign Affairs the anxiety of the English Commissioners for the termination of the negotiation with which they are charged, and from the answer which M. de Gabriac has received, he flatters himself that he will be able to propose soon to the English Commissioners a fresh conference.

The French Commissioners to the British Commissioners.—Page 5.

Gentlemen, *Paris, May* 7, 1842.

WE have received your two letters of the 15th and 30th of last month. We do not lose sight of the affair with which we are charged in conjunction with you, and we hope to be, in a very few days, enabled to communicate our answer to your proposal of arbitration.

We have, &c.,
(Signed) GABRIAC.
S. DUMON.

The Marquis de Gabriac to the British Commissioners.—Page 5.

Paris, May 24, 1842.

THE Undersigned, replying, in the name of his colleague and in his own, to the last note dated the 21st of this month, which the English Commissioners did them the honour to address to them, can give them the assurance that, the basis of the answer which is to be made to them, being definitively decided upon, the answer will be made known to them without delay. The Undersigned desires the termination of this business at least as ardently as the English Commissioners can do; but the papers relating to this affair have become so voluminous, that it is not astonishing that the answer in question cannot be transmitted with all the promptitude which the French Commissioners would wish.

The Undersigned, &c.,

(Signed) GABRIAC.

The Marquis de Gabriac to the British Commissioners.—Page 6.

Gentlemen, *Paris, June* 17, 1842.

I HAVE received the collective letter which you did me the honour to address to me, dated the 11th of June. I have communicated it to M. Dumon, who is in the country; but not having received his answer, I take upon myself to address you mine.

It is not without very weighty reasons, that the answer to your last note has not yet been given to you. I even do not think that it can be given to you before the middle of the month of July next, at which time I think that you will receive it; and till then there can be no result.

Accept, &c.,

(Signed) GABRIAC.

M. Guizot to Lord Cowley.—Page 9.

M. l'Ambassadeur, *Paris, July* 4, 1842.

AS I had the honour to announce to you, I have made a report to the King's Council of the Portendic affair, of the various negotiations to which it has given rise, and of the proposition lately presented by Her Britannic Majesty's Commissioners, to the effect that it should be submitted in part to the arbitration of a third Power.

The Council has thought that, on account of the numerous and difficult questions which this affair presents, no definitive resolution ought to be taken until all the members of the Cabinet should have been put in full possession of all the circumstances, and should have maturely examined them. It has been agreed, therefore, that a complete exposition of the facts and arguments brought forward on both sides should be distributed to all the members of the Cabinet, who, after having taken cognizance of them, should deliberate afresh upon the subject.

Whilst sharing the conviction of my colleagues, of the importance of the motives which have determined the Council to adopt this course, I regret, M. l'Ambassadeur, the delay which will inevitably result from it.

I beg, &c.,

(Signed) GUIZOT.

The Marquis de Gabriac to the British Commissioners.—Page 17.

Paris, November 4, 1842.

M. DUMON, who is at this moment absent from Paris, and the Undersigned, received in due time the note bearing date the 4th of October, 1841, which the British Commissioners did them the honour to address to them.

Various important circumstances having delayed their answer, and the French Government being unwilling that it should be further postponed, even on account of the absence of M. Dumon, the Undersigned, in compliance with the orders of his Government, is charged singly to give the following answer to the British Commissioners.

The note of October 4th, by which it was proposed to the French Commissioners to terminate the Portendic affair by arbitration, has occupied in a particular manner the attention of the French Government, equally desirous with that of Great Britain to arrive at a solution, at once amicable and equitable, of this long and painful discussion.

But, if a due regard to the proposition of the English Ministry, and if a scrupulous love of justice were to determine the French Government to submit to the decision of a third arbitrating party, claims hitherto rejected on account of the most solid objections, it would not be without modifications to the English project.

To point out, and give the reasons for these various modifications, by means of which the French Government would not find it incompatible with its duties to accept the arbitration proposed, will form exclusively the object of the present note.

Now, the first of these conditions being, not to call into question, on the occasion of a pecuniary discussion, a right of national sovereignty, equally important and incontestable in the eyes of the French Government; the first duty of the Undersigned will be to answer the objections raised against this right, and which are comprised in the three following considerations:

The right of France, at war with the African nation of the Trazar Moors, to fire upon them on the beach of the Portendic, and to close the bay is disputed.

1. In the first place, because it is supposed that the Portendic market belongs to several other nations besides the Trazars, so that the measures directed against the latter, would unjustly affect neutral nations.

2. In the second place, because it might be doubtful, according to the terms of the Treaty of 1814, whether France had the right to possess Portendic.

3. In the third place, because it is supposed that France, at all events, can be the possessor of it only by the terms of Article IX of the Treaty of 1783, of which Article XI assures to the English commerce a liberty of trade which was never to be suspended.

Ad Primum.

With respect to the nationality of the Africans who carry on the gum trade with the English on the coast of Portendic, the English note, reserving, it is true, but not reproducing the arguments of the first memorials which were refuted by the "Comité du Contentieux," confines itself now to appealing to the authority of M. Roger, formerly Governor of Senegal, who begins in these words a paragraph in a letter addressed to the Undersigned:

"Some caravans belonging to other Moorish nations, also bring gum to the Portendic coast From which the English Commissioners conclude that the presence of these caravans, strangers to the Trazars, is sufficient to render illegal the measures which might be employed against the latter, because they would injure neutral nations."

But M. Roger, at the end of this very paragraph, and throughout his whole letter, establishes:

"That these foreign tribes are only admitted to the Portendic coast on the twofold condition, of their not being at war with the Trazars, and of paying them a tax; that, in fact, the Moors who encamp at Portendic and guard the landing place (*escale*), are the Trazar Moors; that it is the King of the Trazars who at this place collects the great customs for the gum trade; that it is with him that the English merchants themselves treat, in order to obtain from him,

both the permission to purchase gum at this place, and the protection of which their trade stands in need, paying him for this purpose the great dues which imply acknowledgment of the sovereignty."

It is evident then, that whoever may be the individuals, strangers to the Trazars, who may come and join in their commerce at Portendic, this market belongs exclusively to that people, who make the laws and municipal regulations of it, and to whom such foreigners who choose to trade subject themselves during all the time that this market lasts. The Trazars then completely give their national character to the place. This principle being laid down—and a still closer investigation will only show still more clearly the truth of it, this principle once being laid down, the French can no more be stopped in the exercise of their belligerent right on this coast against the Trazars by the chance of meeting a few foreigners there, than the English, if they were at war with Spain, could be prevented from blockading or bombarding Cadiz, by the presence of any French, German, or Swiss merchants who might happen to be there.

Ad Secundum.

The second difficulty raised against the right of France, as concerning the possession even of Portendic, borrows its force from the following reasoning:—

"The Treaty of 1783, which expressly ceeds Portendic to France, is no longer in existence. It was replaced by that of 1814, which restores, it is true, to France, the colonies, fisheries, factories, and establishments of every sort which France possessed on the 1st of January, 1792. But as Portendic does not come under any one of these denominations, and as the fort which was formerly there, was in ruins and abandoned before the 1st of January, 1792, it is a question whether France possesses any longer, *de jure*, the coast of Portendic, to which England in her turn might lay claim."

However, the "Comité du Contentieux," in the latter part of their second memorial, had recalled to mind that between the years 1763 and 1783 the English Government, possessors of Senegal by virtue of Article X of the Treaty of Paris, claimed moreover in 1773 the exclusive possession of the coasts of Arguin and Portendic, which were not mentioned in Article X, but which the English Government pretended formed part of the dependencies of the River of Senegal: a pretension admitted by France, as testified by the letter of the Duc d'Aiguillon, then Minister of Foreign Affairs, to Lord Stormont, the English Ambassador, dated June 17, 1773; a pretension which, so admitted, authorized England to shut the Bay of Portendic against all foreign merchants. The bay and territory of Portendic were thus considered at that time by France and England as forming part of the Colony of Senegal, when that colony and the Fort of Portendic were ceded to France in 1783. And what completely proved that it was not the mere walls of the fort that were ceded, is the necessity in which England was placed to obtain the consent of France in order to borrow the use of the bay and coast of Portendic for the benefit of English commerce. Now the same right of colonial possession which existed before 1792, having been formally restored to France by Article VIII of the Treaty of 1814, France possesses this territory and this Bay of Portendic, not by a doubtful title, but by the provisions of the Treaty of 1814, and consequently in virtue of a right indisputable and complete.

Ad Tertium.

But, in the third place, the principal argument brought forward against the right of France is founded upon the liberty to carry on the gum trade at Portendic, conceded to the English by Article XI of the Treaty of 1783. The English note endeavours to demonstrate all that there might be according to it in that Treaty absolutely in favour of that privilege; as also subversive of that privilege in the exercise of the right of France; everything that there is disquieting in the intentions of the French Government, and everything that there was, in the closing of the Bay of Portendic in 1835, of a hostile design directed against that privilege, with a view of favouring the French trade. The Undersigned will endeavour to appreciate these different considerations, though confessing at the same time how little the memorials of the Comité du Contentieux have left to be said on the theoretical part of this discussion.

And first of all, as to what there is in the Treaty of 1783 absolutely in favour of this privilege.

According to the memorials of the English Commissioners, and their last note, the privilege in question was the special condition, one might say, the tribute, in return for which Senegal had been restored to France in 1783. But this sort of special co-relation between these two stipulations is nowhere expressed in the Treaty of 1783. There is to be found nothing more than a general co-relation between these two articles, as there is between all the articles of a treaty—a co-relation which can itself exist only so long as the common connecting link, the Treaty itself, exists. Now, as has been said, it exists no longer, on account of the war which followed it, and of the silence in the Treaty of 1814, which did not revive it in general terms. It has no longer then any value, except as an official document serving to regulate the points upon which it is indispensable to refer to it, according to the Treaty of 1814. But, in this last Treaty the Undersigned has not been able to discover any provision which revived Article XI of the former Treaty of 1783. Will it be said that the restoration to France of her African colonies, was of itself sufficient to revive the objection in question? Yet, in matters of public engagement the obligation ought to be expressed in clear and formal terms. For instance, when the question was to re-establish in favour of France, the right of fishing on the Great Bank of Newfoundland and in the Gulf of St. Lawrence, the negotiators of the Treaty of 1814 were not contented with having, by Article VIII, restored to France her fisheries, but as the question was to renew a right at the expense of one of the Contracting Powers, Article XIII was specially devoted to restoring to France the rights of fishing which she exercised on those different points previous to 1792. Nothing analagous has been expressed in order to revive the commercial privilege in question which England enjoyed in the Bay of Portendic previous to 1792. Might not France then, in her turn, infer from thence, that, by the terms of the Treaty of 1814, this privilege exists no longer?

However, as a fair exercise of this privilege may be claimed by the English merchants, the French Government will not, in this discussion, avail itself, to their disadvantage, of the silence of the Treaty of 1814. And perhaps indeed no notice might have been taken of it, if the English had not attributed an exaggerated influence to this commercial privilege.

In fact, what says the English note on this subject? After having pointed out that the commercial privilege stipulated by Article XI of the Treaty of 1783, had had the same date and the same origin as the right which France exercises over Senegal, by the terms of Article IX of the same Treaty, it infers from thence that the British right of trade does not allow France—at war with the Trazar nation—to fire upon these people on the shores of Portendic, and to prevent them from obtaining the supplies which the English trade affords them in exchange for their gum.

That is to say, that on the plea of a right of traffic granted to England by Article XI of the Treaty of 1783, she denies France the exercise of the most essential right of sovereignty that was acknowledged by England in Article IX, for she pretends to debar France from the right of making war upon her enemies, not on the open sea, not on a foreign territory, but on the waters which belong to her, and upon her own territory. So that this English liberty of trade would, in Senegal, be stronger and more sovereign than the sovereignty itself of France, and be paramount to it.

But can such a pretension be maintained? Is it not evident, that without the plenitude of the right of defence, the plenitude of the right of sovereignty could not exist? Is it not certain, that as the extent of the right is in proportion to the extent of the obligations, it is impossible to cause a privilege of mere usage, involving no obligation, and not essentially impaired by suspension, to ride over those exceptional rights which sovereignty of a country confers, one might say, which it imposes, when its dignity, its security and its preservation throw upon that sovereignty the heaviest responsibility? Does it not follow from thence, as an inevitable consequence, that so long as, by the effects of war, these great interests are affected, all rights of use, passage, traffic, arrangement granted even by treaties, cannot be preferred, but must remain subordinate to the extraordinary measures called for by the exigencies for the contest, and to the paramount interest of the belligerent nation, as well as of humanity at large, to put an end to that unfortunate state of things, and attain the sacred object of peace?

An example will throw still more light upon this subject. Doubtless Article XI of the Treaty of 1783, interfering with the commercial monopoly established in the French colonies in favour of the mother-country, had placed the English trade in Senegal on the footing of free *pratique*, which it enjoyed in the ports of European France, subject however to this twofold condition of not trading any where but at Portendic, and not forming any permanent establishment at that place. But in France, even where the English trade was in a better condition, where the Commercial Treaty of 1786 assured to it by conventional rights, the most ample faculties of commerce in all the ports, is it to be supposed, that if, in 1788, for example, the town of Bayonne had been taken by the Spaniards, then at war with France, the latter would not have had the right to prevent the ships of all nations, even English ships, from entering the port of Bayonne? But, says the English note, no exception to the inviolability of the British privilege could be made at Senegal, except on occasion of some extraordinary circumstance, such as, "if the savage tribes of Africa, sweeping down unexpectedly upon the French possessions at Senegal, were to threaten not merely the establishments there, but even the lives of the inhabitants." Then, it adds, "But it would be a mockery to apply an argument derived from so extreme an emergency, to a war begun and carried on for the pleasure or ambition of France. Were that to be the case, the British nation would no longer possess a privilege, but something depending upon the caprice of France."

Here one observation finds a place. These wars with the Trazars, which are spoken of as parties of pleasure, or as the gratification of ambition, is it not known what they are? They are wars in which a plundering and warlike enemy often ravages the French possessions, without there being a possibility of overtaking him in his flight, being protected by the vastness of the burning sands of the desert; wars in which courage can neither cope with the enemy in the field, nor resist the dreadful attacks of a deadly sun and climate; wars which exhaust the Colony of Senegal, and in which its soldiers perish without glory, its commerce suffers without compensation, and peace is concluded without indemnity.

It is not then without very weighty motives that such a war can be made, or that it was undertaken in 1833. The question was—whatever the English note might say of it—to enforce observance of a treaty concluded with the Trazars; to prevent a combination by alliance, very dangerous for the colony; to avenge the depredations, the murders, the acts of incendiarism committed by the Trazars on the habitations of the French on the left bank of the Senegal. Such are the facts.

But in order to be justified in appealing to the right of national defence and preservation, it is not necessary, as the English note supposes, to be ready to perish in the midst of an invasion of barbarians; a case of extremity, and of short duration, in which, by the way, the closing of a bay would be of little avail. But for appealing to that right of national preservation and defence, and for employing all the means of warfare which that right authorizes, it suffices that a necessity exists for preventing such disasters; for defeating the hostile combinations which might occasion them; for enforcing observance of treaties; for repelling attacks upon the property and lives of the colonists; for preventing, in short, everything that may threaten the security of the colony. It is true that the language of the English note would seem to reserve to Great Britain the appreciation of such circumstances. But it would be the duty of the Undersigned to protest strongly against such a pretension, were it put forth in plainer terms. France alone is evidently in a situation and entitled to appreciate the motives both for making war, and for making it in that manner. And, as the English note demands, what becomes then of the privilege accorded to the English, the Undersigned replies, that it remains a peculiar privilege conceded to England alone in a French colony, and constantly respected, with the very legitimate exception of six months, rendered necessary by a case of war. If, however, they still resist such an exception, the Undersigned will ask in his turn, what would become of the right of possession guaranteed to France by the Treaty of 1814, if, for its defence, she could not have recourse to the means which are employed in war, but with the sanction of the Power interested in her not employing them? What would become of the sovereignty itself, and the independence of France, if, while supporting at Senegal all the burdens of sovereignty, she might only exercise the rights of it in a restricted manner, and subordinate to the control of

a foreign Power? Evidently whatever considerations France may entertain for Great Britain, she cannot, however, sacrifice the most inviolable rights of a nation to the apprehensions of the English commerce.

Yet arguments are nevertheless drawn from these alarms. See, says the English note, the Treaties of M. de Repentigny in the year 1788, the books, the newspapers which deplore the English privilege? But, is it fair to make the present French Government responsible for this? Does the saving of Saint Mary's, Bathurst, in 1831, when a Governor of Senegal risked, in the English cause, the lives of his soldiers, and the French factory of Albreda, prove hostility on the part of France towards the English colonists? And if France wished to attack the English privilege, would she not rather appeal to the silence of the Treaty of 1814, instead of resorting, as has been supposed, to the dangerous pretext of a war, for the sake of suspending for a short time this privilege in an indirect manner?

It is true that the determination taken in 1835 is attributed to a design directed against this privilege, for the sake of favouring French trade. The proof of this is to be found in the rules of a commercial association formed at Saint Louis, Senegal, by which, not only was the price of gum to be lowered if the Bay of Portendic were closed, but moreover, it was agreed, that all the gum trade should be carried on at l'Escale du Coq during the war, and that it would not be till after the peace that trade would be carried on at the other stations.

"Now," adds the English note, "the factory of the Coq being the station peculiarly set apart for the Trazars, it would evidently be for the sake of procuring for the French all the gum refused to the English at Portendic, that the closing of the bay was ordered."

First of all, is it necessary to remark here, how unjust it is to make the French Government responsible for the projects or calculations of the merchants in question? Then again, the facts are sufficient to justify it. For if the closing of the Bay of Portendic had been the result of a commercial speculation, the Governor of Senegal would at least after the closing, have prolonged that state of things as long as possible. The profitable war with Portendic closed, would have been protracted longer than the unprofitable war without the blockade. Yet so different was the case, that the war with Portendic open, had lasted eighteen months, without leading to any result; whereas, with Portendic closed, peace was negotiated, concluded, and signed, at the end of six months. This fact alone proves clearly enough that the French Government only had recourse to the closing of the bay, in order to deprive the Trazars of supplies furnished them, as one may say, by auxiliaries, who fed the war, to obtain, by these means, peace as soon as possible; and that, with this object, its intention was as legitimate as the means which it chose proved effectual. More than this; by alleging that a French company entered into agreement to trade during the war, only at the Factory du Coq, and not until after peace at the other stations, the English note proves directly the contrary of what it wishes to establish, for whatever may have been said, the Undersigned has been assured by merchants and the local government, and he affirms it to be a fact, that the Trazars trade with the French on the bank of this river, at the port of the Desert, or at that of the Gayé, and that the Escale du Coq is exclusively set apart for the Bracknas. The convention, therefore, above alluded to, indicates and proves triumphantly, that the French merchants during the war only traded with the Bracknas, and that all the assertions so often repeated, about their pretended traffic at that period with the Trazars were entirely void of foundation.

The Undersigned thinks, then, that he has frankly enumerated and combatted all the objections to which the right of France and the application of it have given rise; and he believes he has answered them in such a manner as to prove, not only that this right is legitimate, but that it is too closely connected with the rights and sovereignty of France, too essential to the security of her colony, for the French Government to hazard it on the issue of an arbitration, nor ought it to do so for the sole reason that this right has been contested.

But this right being reserved have there been met with in its application irregularities of such a nature as to give just cause for claims to indemnity? This is a question of justice and good faith. And although the

French Cabinet has, after a mature examination, resolved it in its own favour, it would not refuse to give to Her Britannic Majesty's Cabinet a proof of its spirit of conciliation, by adopting the arbitration proposed, with the reservation already made, and with some others which will be stated.

In fact, the French Government could not, in the second place, admit the separation of the claims, of which the English note proposes to submit a portion only to arbitration, and to satisfy the other part without dispute. Without entering at present with regard to the "Governor Temple" and the "Industry," into a discussion which might be more advantageously resumed before the arbiter, it is evident that the French Government cannot be required to recognize as settled, and to satisfy without dispute, claims, of which it has until now constantly refuted the principle, and refused the admission. Besides if, even against its expectation, an indemnity should be granted to these two vessels, it would not, from that fact alone follow that the claims respecting the cargo of the "Matchless" must be admitted. This claim is, even more than any other, open to dispute. The French Government, therefore, demands that these three cases be referred, with the others, to the decision of the arbiter.

In the third place, the French Government, in the preceding discussions, has not taken into consideration the amount of the sums claimed by the English merchants. Only the Undersigned have had occasion to notice the discrepancies in the sums demanded, and the probable overrating of them. It seems indeed very difficult to make the damages caused by the mere sending away of a few ships of light burden, from which not the least thing was taken away, amount to nearly 3,000,000 of francs, unless the appraisers took into their account, besides the real losses, miscalculations formed upon unlimited and unfounded expectations of profit: to this observation the Undersigned must add that, in the course of the discussion in general, some inaccuracies have been found in certain declarations of the merchants concerned. For instance, agreeably to the assurances which Mr. Rendall, Governor of the Gambia, transmitted, under date of August 30, 1834, to the Governor of Senegal, these merchants were not to carry to Portendic any munitions of war: however, the Comité du Contentieux having observed that the "Eliza" had carried such munitions to the value of 1005*l.* 11*s.* 6*d.* sterling, the English merchants did not then allege, as they did afterwards, that these munitions had been carried to the Gambia, but, in their second memorial, while admitting the fact, they added that these munitions were the only ones that they had sent to Portendic; and yet even this declaration did not turn out to be correct; and the Comité du Contentieux showed, in their second memorial, that, besides this remittance, there had been other supplies of munitions to the value of 802*l.* 7*s.* sterling.

These contradictions are perhaps only apparent, and might easily be accounted for; but, however that may be, the French Government will do no more than appeal to a principle of equity in demanding that if, contrary to their expectation, they must grant indemnities, the amount of them, instead of being settled between the interested parties and the arbitrator direct, may be fixed by a Mixed English and French Commission, with a Prussian Commissioner as Umpire, to refer to in case of necessity.

A fourth and last observation presents itself. It has been asked, how could any Power blockade its own territory? Certainly no rule of international law opposes it: and, without need of quoting instances, it is evident that a Government ought to have the power of interdicting all supplies to a town or a part of its territory occupied by rebels, or invaded by enemies. In fact, in the Portendic affair there is only a question of words. The expression "closing of the bay" of Portendic might perhaps have been more correct in this case than that of "blockade." But, however that may be, as this question has been raised, the Undersigned must say here, that in matters of blockade the maritime law of France acknowledges as valid local blockades, established by military commanders in the name of the belligerent Powers, even before the official notification of these blockades has been forwarded to neutral Governments. On the other hand, France does not admit that any merchant-vessels stopped by the blockading squadron can be confiscated at first sight, even though it had sailed from its own country after notification of the blockade had arrived there. Such is, upon this point, the maritime law of France; such as she has even recorded it by diplomatic transactions, especially in a convention with Brazil, of the date of August 21, 1828. The maritime law of England is perhaps more variable. But, in

short, it is certain that English commanders have made use of the right to establish blockades, before any notification to neutral Governments, and even on such an extensive scale, that their validity might have been disputed on that ground. In this way Admiral Cochrane blockaded the whole coast of North America, by order dated from the Bermudas, April 25, 1814; and General Turner, by a proclamation dated from Freetown, March 4, 1826, placed under strict and rigorous blockade, without previous notice, and, said the proclamation, "dating from these presents," forty leagues of the African coast from Camelay to Capo Monte. These examples are sufficient to show that Her Britannic Majesty's Government has no grounds for disputing the maritime right of France; and the French Government demands that the award of the arbiter shall contain nothing that can impugn it.

Accordingly, postponing all further discussion on points, the examination of which being reserved for the arbiter, it would be useless to enter upon at present, the Undersigned, in the name of his Government, would be enabled to agree to the arbitration proposed, on the following conditions:—

1st. That the right of France to close the Bay of Portendic, when she is at war with the Trazars, shall not be submitted to the judgment of the arbiter.

2dly. That the arbitration shall embrace the whole of the English claims.

3dly. That the arbiter shall decide only on the question, whether there are grounds for indemnity or not, reserving, in the former case, the amount of damages to be fixed by a commission of liquidation composed of an equal number of French and English Commissioners, to whom shall be joined a Prussian Commissioner to act as umpire in case of necessity.

4thly. That the award of the umpire shall contain nothing that can affect the maritime right of France in matters of blockade, such as it has been described in this note.

With regard to the choice of the arbiter, the Undersigned is authorized to declare, that the Government of His Majesty the King of Prussia appears to the French as well as to the English Government, to possess all the guarantees of enlightment and independence desirable in an arbiter: and that, on this point, the French Government entirely agrees with the English Government.

Begging the English Commissioners to have the goodness to make known to their Government the contents of the present note, the Undersigned, &c.

(Signed) GABRIAC.

No. 4.

The Earl of Westmorland to the Earl of Aberdeen.—(*Received April* 17.)

My Lord, *Berlin, April* 12, 1843.

I HAVE had the honour to receive your Lordship's despatch No. 19, of the 4th instant, inclosing the statement of Her Majesty's Government relative to the Portendic affair to be laid before the Royal Arbiter, His Prussian Majesty, and I have since seen my French colleague, Count Bresson, who will be ready in a few days to make a joint communication with me to the Prussian Government upon the subject.

I have, &c.,
(Signed) WESTMORLAND.

No. 5.

The Earl of Westmorland to the Earl of Aberdeen.—(*Received April* 24.)

My Lord, *Berlin, April* 19, 1843.

THE French Minister at this Court, Count Bresson, having informed me that he was ready to submit this day to the Prussian Cabinet the statement of his Government relative to the Portendic affair, I have addressed to Baron Bülow the note of which I have the honour to inclose a copy, and accompanied it with the documents transmitted to me in your Lordship's despatch of the 4th instant.

I have, &c.,
(Signed) WESTMORLAND.

Inclosure in No. 5.

The Earl of Westmorland to Baron Bülow.

Berlin, April 19, 1843.

THE Undersigned, &c., having transmitted to his Government a copy of his Excellency Baron Bülow's note of the 13th of December last, has been instructed by the Earl of Aberdeen to express to his Excellency the sense of obligation which Her Majesty entertains at the readiness with which His Prussian Majesty has been pleased to comply with the joint desire of Her Majesty and the King of the French, that His Prussian Majesty would take upon himself the office of Arbiter of the differences between Great Britain and France, arising out of the measures adopted by the French Government in the years 1834 and 1835 on the coast of Portendic.

At the same time the Undersigned has been instructed by the Earl of Aberdeen to communicate to his Excellency the Minister for Foreign Affairs, the documents containing the state of the case on the part of Her Majesty's Government, which has been prepared for the purpose of being laid before the Royal Arbiter, and to point out to his Excellency, that as it is the object of the British Government to place as many documents as possible, unreservedly, at the disposition of the arbiter, all the papers that have been judged of any importance as elucidating the nature of the Portendic affair, or the course that has been pursued respecting it, have been collected for that purpose, and will be found in the accompanying statement.

These documents being necessarily numerous, it has been deemed advisable to class them under different divisions, bearing reference to particular subjects or epochs of the discussion. It has also been considered advisable to place them in the hands of the arbiter in a printed form as the most convenient for reference.

The Undersigned being instructed to act in concert with Count Bresson upon this subject, so that the statement of the case by the respective Governments should be simultaneously delivered, and having learnt from that Minister that he was prepared to forward the statement on the part of the French Government, has now the honour of inclosing these documents on the part of Her Majesty's Government, and of requesting Baron Bülow to lay them before His Majesty the King of Prussia, and avails himself of this opportunity of renewing, &c.,

(Signed) WESTMORLAND.

No. 6.

The Earl of Westmorland to the Earl of Aberdeen.—(*Received May* 8.)

My Lord, *Berlin, April* 28, 1843.

I HAVE the honour to transmit herewith to your Lordship the copy of a note which I have received from Baron Bülow, in answer to the letter by which I communicated to his Excellency the Portendic documents to be submitted to His Prussian Majesty.

I have, &c.,

(Signed) WESTMORLAND.

Inclosure in No. 6.

Baron Bülow to the Earl of Westmorland.

Berlin, ce 27 *Avril*, 1843.

LE Soussigné a l'honneur d'accuser à M. le Comte de Westmorland, Envoyé Extraordinaire et Ministre Plénipotentiaire de Sa Majesté Britannique, l'exacte réception de la note qu'il a bien voulu lui adresser sous la date du 19 de ce mois et qui se trouvait accompagnée d'une série de documens relatifs aux réclamations élevées par des sujets de Sa Majesté Britannique à l'occasion des mesures adoptées par le Gouvernement Français, en 1834 et 1835, sur la côte de Portendick.

Le Soussigné ne tardera pas à soumettre au Roi son auguste Maître, ces documens, ensemble avec ceux que vient de lui communiquer M. le Comte de Bresson, et en se réservant de porter, en son temps, à la connaissance de M. le Ministre d'Angleterre la décision arbitrale que Sa Majesté aura rendue, il saisit, &c.

(Signé) BULOW.

(Translation.)

Berlin, April 27, 1843.

THE Undersigned has the honour to acknowledge the due receipt of the note which the Earl of Westmorland, Her Britannic Majesty's Envoy Extraordinary and Minister Plenipotentiary, was pleased to address to him under date of the 19th instant, and which was accompanied by a series of documents relative to the claims set up by subjects of Her Britannic Majesty, arising out of the measures adopted by the French Government, in 1834 and 1835, on the coast of Portendic.

The Undersigned will lose no time in submitting to the King his august master, these doeuments, together with those which the Count de Bresson has just communicated to him, and reserving himself to make known, in due time, to the British Minister, the arbitration which His Majesty shall have delivered, eagerly seizes, &c.

(Signed) BULOW.

No. 7.

The Earl of Westmorland to the Earl of Aberdeen.—(*Received Dec.* 10.)

My Lord, *Berlin, December* 3, 1843.

I HAVE the honour of forwarding to your Lordship herewith a copy of the arbitration of His Majesty the King of Prussia upon the Portendic Question, which has this day been transmitted to me, accompanied by a note from Baron Bülow, addressed to me, and of which a copy is inclosed.

The original being of considerable bulk, I will transmit it to your Lordship by Wednesday's messenger to Hamburgh.

I have, &c.,

(Signed) WESTMORLAND.

Inclosure 1 in No. 7.

Baron Bülow to the Earl of Westmorland.

Berlin, le 3 Décembre, 1843.

EN se référant à sa note du 27 Avril dernier, le Soussigné s'empresse de transmettre ci-joint à M. le Comte de Westmorland, Envoyé Extraordinaire, &c., de Sa Majesté Britannique, le jugement arbitral que le Roi son auguste Maître vient de prononcer dans l'affaire de Portendick, soumise par l'Angleterre et la France à la décision de Sa Majesté.

Le Soussigné prie M. le Comte de Westmorland de vouloir bien porter cet acte à la connaissance de sa Cour, et il saisit, &c.,

(Signé) BULOW.

(Translation.)

Berlin, December 3, 1843.

THE Undersigned, referring to his note of the 27th of April last, hastens to transmit herewith to the Earl of Westmorland, Her Britannic Majesty's Envoy Extraordinary, &c., the award which his august master has just pronounced in the Portendic affair, submitted by England and France to the decision of His Majesty.

The Undersigned requests the Earl of Westmorland to be pleased to communicate this act to his Court, and avails himself, &c.

(Signed) BULOW.

Inclosure 2 in No. 7.

Copy of the Award of His Majesty the King of Prussia.

Nous, Frédérick Guillaume IV., par la Grâce de Dieu, Roi de Prusse.

AYANT accepté l'arbitrage que Sa Majesté la Reine du Royaume Uni de la Grande Bretagne et d'Irlande, et Sa Majesté le Roi des Français, en vertu d'une déclaration signée par leurs Plénipotentiaires respectifs, à Paris, le 14 Novembre, 1842, ont remis entre nos mains, afin de terminer par ce moyen, le différend qui s'est élevé entre eux au sujet de certaines réclamations formées par des négocians Anglais contre le Gouvernement Français, en conséquence des mesures adoptées par les autorités Françaises, en 1834 et 1835, sur la côte de Portendick;

Et ayant, aux termes de la dite déclaration, à nous prononcer, comme arbitre, sur la question de savoir, si par suite des mesures et des circonstances qui ont précédé, accompagné, ou suivi l'établissement et la notification du blocus de la côte de Portendick en 1834 et 1835, un préjudice réel a été induement apporté à tels ou tels sujets de Sa Majesté Britannique, exerçant sur la dite côte un trafic régulier et légi-

time, et si la France est équitablement tenue de payer à telle ou telle classe des dits réclamans des indemnités à raison de ce préjudice;

Ayant, à cet effet, soigneusement examiné et mûrement pesé le contenu des dépêches, notes, et autres pièces que les Envoyés Extraordinaires et Ministres Plénipotentiaires de leurs dites Majestés près notre Cour ont respectivement transmis, sous la date du 19 Avril dernier, à notre Ministre des Affaires Etrangères;

Déclarons que:

Quant aux réclamations aux quelles ont donné lieu les procédés du brick de guerre Français "le Dunois," à l'égard des bâtimens marchands Anglais "le Governor Temple" et "l'Industry;"

Nous sommes d'avis,—

Que le Gouvernement Français devra indemniser les sujets de Sa Majesté Britannique des pertes qu'ils ont essuyées par suite des dits procédés, à l'exception toutefois de celles aux quelles se rapporte la réclamation qui a été élevée relativement à l'adjoint du subrécargue du navire Anglais "le Matchless."

Quant aux pertes occasionnées par la mesure dont le bâtiment marchand Anglais "l'Eliza" a été l'objet de la part des bâtimens de guerre Français, qui l'ont renvoyé de Portendick sans lui permettre d'y prendre auparavant le chargement de gomme qui lui était dû en échange des marchandises déjà délivrées aux Maures, vendeurs de la gomme;

Nous sommes d'avis,—

Que la France est équitablement tenue de payer une indemnité à raison de ces pertes.

Quant aux autres réclamations relatives à la mise en état de blocus par le Gouvernement Français, de la côte de Portendick;

Nous sommes d'avis,—

Que la France devra indemniser les réclamans des dommages et préjudices aux quels ils n'auraient pas été exposés si le dit Gouvernement, en envoyant au Gouverneur du Sénégal l'ordre d'établir le blocus, avait simultanément notifié cette mesure au Gouvernement Anglais; Que la France, au contraire, malgré l'omission de cette notification officielle du blocus, ne doit aucune indemnité pour les pertes essuyées à la suite d'entreprises commerciales aux quelles les réclamans se sont livrés après que, par d'autres voies, ils ont positivement eu connaissance de la formation du blocus de Portendick, ou qu'ils auraient pû, du moins, en être informés par suite de la nouvelle authentique parvenue à cet égard, au Gouvernement Britannique de la part de quelque autorité Anglaise en Afrique.

Pour ce qui regarde l'application de la décision arbitrale que nous venons de rendre aux réclamations individuelles, ainsi que la fixation du montant de chacune de celles auxquelles une indemnité doit être allouée, elles devront se faire, conformément à la déclaration du 14 Novembre, 1842, par des Commissaires Liquidateurs, l'un Anglais, l'autre Français, départagés au besoin par un Commissaire Surarbitre que nous aurons à nommer.

Fait double, et donné sous notre Sceau Royal, à Berlin, ce trente Novembre, de l'an de grâce mil huit cent quarante-trois.

(L.S.) FREDERIC GUILLAUME R.

BULOW.

(Translation.)

We, Frederick William IV, by the grace of God, King of Prussia,

HAVING accepted the arbitration which Her Majesty the Queen of Great Britain and Ireland and His Majesty the King of the French committed to our hands, in virtue of a declaration signed by their respective Plenipotentiaries at Paris, on the 14th of November, 1842, in order, by this means, to terminate the difference which has arisen between them on the subject of certain claims made by British merchants against the French Government, in consequence of the

measures adopted by the French authorities, in 1834 and 1835, on the coast of Portendic ;

And having, according to the terms of the said declaration, to decide, as arbitrator, upon the question, whether, in consequence of the measures and circumstances which preceded, accompanied or succeeded the establishment and notification of the blockade of the coast of Portendic in 1834 and 1835, a real damage has been unduly occasioned to such or such subjects of Her Britannic Majesty carrying on a regular and lawful traffic upon the said coast, and whether France is in justice bound to pay to such or such class of the said claimants, indemnifications in proportion to this damage ;

Having, to this end, carefully examined and maturely weighed the contents of the despatches, notes, and other documents which the Envoys Extraordinary and Ministers Plenipotentiary of their said Majesties at our Court have respectively transmitted, under date of the 19th of April last, to our Minister of Foreign Affairs ;

We declare that :—

As to the claims resulting from the proceedings of the French brig of war "le Dunois," towards the British merchant-vessels "the Governor Temple" and "the Industry ;"

We are of opinion,—

That the French Government ought to indemnify the subjects of Her Britannic Majesty for the losses which they have suffered in consequence of the said proceedings, with the exception, however, of those to which the claim relates which has been set up relative to the assistant supercargo of the British ship the "Matchless."

As to the losses occasioned by the measure to which the British merchant vessel the "Eliza" was subjected on the part of the French ships of war which sent her away from Portendic without permitting her first to take on board there the cargo of gum due to her in exchange for goods already delivered to the Moors, sellers of the gum ;

We are of opinion,—

That France is equitably bound to pay an indemnity in proportion to those losses.

As to the other claims relative to the placing the coast of Portendic in a state of blockade by the French Government ;

We are of opinion,—

That France ought to indemnify the claimants for the damages and losses to which they would not have been exposed if the said Government, when it sent to the Governor of Senegal the order to establish the blockade, had simultaneously notified that measure to the British Government ; that France, on the contrary, notwithstanding the omission of such official notification of the blockade, does not owe any indemnification for the losses incurred in consequence of commercial enterprises in which the claimants engaged, after they had, through other channels, positive knowledge of the formation of the blockade of Portendic, or might, at least, have been informed of it in consequence of authentic information in this respect received by the British Government from some British authority in Africa.

With respect to the application of the award, which we have just delivered, to the individual claims, as also with respect to the determination of the amount of each of those to which an indemnification ought to be allowed, these must be performed in conformity with the declaration of the 14th of November, 1842, by Commissioners of Liquidation, the one English, the other French, subject to the arbitration between them in case of need, of an Umpire, whom we shall have to appoint.

Done in duplicate and given under our Royal Seal, at Berlin, this thirtieth day of November, in the year of our Lord one thousand eight hundred and forty-three.

(L.S.) (Signed) FREDERICK WILLIAM R.
BULOW.

No. 8.

The Earl of Westmorland to the Earl of Aberdeen.—(Received Dec. 11.)

My Lord, *Berlin, December* 6, 1843.

WITH reference to my despatch of the 3rd instant, I have now the honour to transmit to your Lordship, in original, His Majesty the King of Prussia's Arbitration of the Portendic Question, submitted for His Majesty's decision by the British and French Governments.

I have, &c.,
(Signed) WESTMORLAND.

Inclosure in No. 8.

Award of His Majesty the King of Prussia in original.

[See Inclosure 2 in No. 7, page 375.]

No. 9.

The Earl of Aberdeen to the Earl of Westmorland.

My Lord, *Foreign Office, December* 22, 1843.

I HAVE received and have laid before the Queen your Lordship's despatch of the 6th instant, together with the instrument to which it refers, declaratory of the decision of His Majesty the King of Prussia, on the question relating to the Portendic claims, submitted to His Majesty's arbitration by the Governments of Great Britain and of France.

The Queen having taken cognizance of this decision, has commanded me to direct your Lordship to avail yourself of an early opportunity to express to the King of Prussia the sense which Her Majesty entertains of the spirit of kindness to both countries, which induced His Majesty to undertake this arbitration.

I am, &c.,
(Signed) ABERDEEN.

No. 10.

The Earl of Westmorland to the Earl of Aberdeen.—(Received Jan. 9, 1844.)

My Lord, *Berlin, December* 29, 1843.

I HAD an interview this morning with Baron Bülow, and communicated to him your Lordship's despatch of the 22nd instant, acknowledging the receipt of His Prussian Majesty's decision on the Portendic claims. At his Excellency's request, I likewise gave him a copy of it, and he assured me that he would lose no time in conveying to the King of Prussia the sentiments which your Lordship had instructed me to express in Her Majesty's name upon this occasion.

I have, &c.,
(Signed) WESTMORLAND.

No. 11.

The Earl of Aberdeen to the Earl of Westmorland.

My Lord, *Foreign Office, February* 27, 1844.

HAVING been informed by Her Majesty's Ambassador at Paris, that M. Engelhardt, French Consul at Mayence, has been appointed Commissioner of Liquidation for the Portendic claims, on the part of the

French Government, and that he has been instructed to repair to Berlin without delay; I have to acquaint you that I have also directed the Commissioner of Liquidation appointed on the part of Her Majesty's Government, to proceed forthwith to the Prussian capital, and to report himself to your Lordship previously to entering upon his duties with the French Commissioner.

In the mean time, I have to instruct your Lordship to address a note to the Prussian Government, in concert with your French colleague, announcing the approaching meeting of the Commissioners of Liquidation, and inviting the Prussian Government to appoint a Commissioner of Arbitration.

Mr. Ward, lately employed as British Commissioner for arranging the differences between Her Majesty's Government and that of Hanover, relating to the Stade Toll, is the gentleman who has been appointed Commissioner of Liquidation for the Portendic claims on the part of Her Majesty's Government.

I am, &c.,
(Signed) ABERDEEN.

No. 12.

The Earl of Aberdeen to Mr. Ward, Her Majesty's Commissioner of Liquidation for the Portendic Claims.

Sir, *Foreign Office, February* 29, 1844.

A DIFFERENCE of opinion having arisen between the Governments of Great Britain and France with respect to certain claims on the Government of France advanced by British merchants engaged in the gum trade on the coast of Portendic, in consequence of the measures adopted by the French Government on that coast in the years 1834 and 1835, during the war in which it was engaged with the Trarza Moors, it was agreed between the two Governments, by a declaration signed at Paris on the 14th of November, 1842, to have recourse to the arbitration of His Majesty the King of Prussia; and the two Governments mutually engaged to accept the decision of His Prussian Majesty and its consequences.

It was further agreed, that should the decision of His Majesty declare indemnity to be due to such or such a class of British claimants, Commissioners of Liquidation, the one English, the other French, to whom, if necessary, should be adjoined a Prussian as umpire, should be charged with the application of the said decision to the individual claims which have been presented by British subjects, and should determine the sum which ought to be allowed for each claim comprised within the classes of claims to which the arbiter should have declared an indemnity to be due.

The King of Prussia having accepted this arbitration, and having delivered his award, wherein it is declared, that in certain specified cases indemnity is due to British merchants, the above-mentioned Commission will be appointed to meet forthwith, and will sit at Berlin; and I have to acquaint you that Her Majesty's Government have selected you to act in this matter as Commissioner of Liquidation on the part of Great Britain.

I am informed that M. Engelhardt, the French Consul at Mayence, has been appointed the French Commissioner of Liquidation, and that he will be instructed to repair without loss of time to Berlin for the purpose of entering upon this business. I have, therefore, to direct you to proceed also to that capital for the like purpose.

You will, in the first instance, report yourself to Her Majesty's Minister at Berlin, who will be instructed to invite the Prussian Government to name a Commissioner of Arbitration, and you will then put yourself in communication with your French colleague, and in concert with him determine on the course of your proceedings.

I transmit to you herewith a volume containing the whole of the correspondence and documents relating to these claims, which have been

submitted to the Royal Arbiter on the part of Great Britain, together with a copy of His Majesty's award.

These papers will, I conceive, enable you to proceed at once to the performance of your functions as Her Majesty's Commissioner, without any more detailed instructions from me; but if there should be any specific points upon which you may desire to be further informed, I shall be ready to furnish you with such further instructions as may appear to be necessary.

I am, &c.,
(Signed) ABERDEEN.

No. 13.

The Earl of Westmorland to the Earl of Aberdeen.—(Received March 18.)

My Lord, *Berlin, March* 13, 1844.

IN compliance with the instructions contained in your Lordship's despatch of the 27th February last, I will not fail, in concert with the French Chargé d'Affaires at this Court, M. Humann, to announce to the Prussian Government the approaching meeting of the English and French Commissioners of Liquidation on the Portendic claims, and to invite it to name a Commissioner of Arbitration. The French Commissioner, M. Engelhardt, reached Berlin a few days ago; and Mr. Ward, although not yet arrived, is hourly expected.

I have, &c.,
(Signed) WESTMORLAND.

No. 14.

Mr. Ward to the Earl of Aberdeen.—(Received March 25.)

My Lord, *Berlin, March* 19, 1844.

I HAVE the honour to acknowledge the receipt of your Lordship's instructions, No. 1 to No. 4, in the matter of the liquidation of the Portendic claims. I arrived here on the 15th instant, and have had a preliminary meeting with M. Engelhardt, the French Commissioner, at which our respective powers have been exchanged and approved, and our course of proceeding discussed. So soon as the Prussian Umpire is appointed, which we expect daily, the business of the Commission will proceed, and I shall report to your Lordship as occasion may require.

I have, &c.,
(Signed) JOHN WARD.

No. 15.

The Earl of Westmorland to the Earl of Aberdeen.—(Received March 25.)

My Lord, *Berlin, March* 20, 1844.

I HAVE the honour to inclose a copy of the note which I addressed to Baron Bülow upon the subject of the Portendic Commission of Liquidation, in pursuance of your Lordship's instructions. M. Humann, the French Chargé d'Affaires, has likewise addressed a note of a similar import to his Excellency.

Mr. Ward and M. Engelhardt held a preliminary meeting on the 18th instant, the result of which will be communicated to your Lordship by Mr. Ward, and are now awaiting, previous to further proceedings, the nomination of a Prussian Commissioner of Arbitration, which Baron Bülow assured me last night should immediately take place in the person of M.

de Roenne, the Prussian Minister at Washington, now on leave of absence at Berlin, who enjoys the reputation of considerable ability, and who was formerly employed on a similar Commission of Arbitration between the United States of America and Mexico.

I have, &c.,
(Signed) WESTMORLAND.

Inclosure in No. 15.

The Earl of Westmorland to Baron Bülow.

Monsieur le Baron, *Berlin, March* 16, 1844.

I HAVE the honour to announce to your Excellency that I have received the directions of my Government to state to you that Her Majesty has been pleased to appoint Mr. Ward the Commissioner of Liquidation for the Portendic claims, and that this gentleman has arrived in this capital, where he will enter upon this question of liquidation with M. Engelhardt, the French Consul at Mayence, who has been appointed Commissioner for the same object by the Government of France.

In notifying to your Excellency this appointment I am instructed to invite you to name a Commissioner of Arbitration, who may decide upon any questions where his arbitration may be required.

I avail myself, &c.,
(Signed) WESTMORLAND.

No. 16.

The Earl of Westmorland to the Earl of Aberdeen.—(Received April 2.)

My Lord, *Berlin, March* 27, 1844.

AFTER I had the honour of writing to your Lordship on the 20th instant, Baron Bülow communicated to me his desire that I would transmit to him, as the French Chargé d'Affaires M. Humann had done, the copy of the protocol of the first conference held by the Commissioners for the Liquidation of the Portendic claims.

I accordingly complied with this desire, and I have now the honour of transmitting a copy of the reply which I have received from Baron Bülow, and which I have communicated to Mr. Ward.

I have, &c.,
(Signed) WESTMORLAND.

Inclosure in No. 16.

Baron Bülow to the Earl of Westmorland.

Monsieur le Comte, *Berlin, ce* 23 *Mars*, 1844.

J'AI eu l'honneur de recevoir la lettre que vous avez bien voulu m'adresser sous la date d'hier, et à laquelle se trouvait jointe une copie du procès-verbal d'ouverture des conférences de la Commission chargée de procéder à l'application et à l'exécution de la sentence arbitrale rendue par le Roi mon auguste Maître, dans l'affaire de Portendick.

D'après ce procès-verbal une difficulté s'est élevée entre MM. les Commissaires Liquidateurs sur la question de savoir, si, pour se constituer définitivement en commission ils devaient attendre préalablement la nomination du surarbitre Prussien sans le concours duquel la Commission pourrait être incomplète ; ou bien, si le surarbitre n'étant qu'une éventualité, son concours dépendait absolument du résultat préalable du travail des deux Commissaires Liquidateurs.

Le Gouvernement du Roi, auquel on a bien voulu s'en rapporter de

part et d'autre, ne saurait que se ranger à ce dernier avis, attendu qu'il résulte de la teneur de la déclaration du 14 Novembre, 1842, et de la sentence arbitrale, que le concours du surarbitre, ainsi que M. le Commissaire Français l'a fait remarquer, est en effet purement conditionnel, et ne pourra avoir lieu qu'autant que MM. les Commissaires Liquidateurs ne parviendraient pas à s'entendre entre eux sur tel ou tel point de l'affaire qui forme l'objet de leurs travaux communs.

Je dois donc me réserver, M. le Comte, de vous informer, en son temps, du choix que le Roi fera d'un surarbitre aussitôt que les deux parties, par l'intermédiaire de leurs Légations respectives, en auront réclamé le concours, et je saisis, &c.,

(Signé) BULOW.

(Translation.)

My Lord, *Berlin, March* 23, 1844.

I HAVE had the honour to receive the letter which you were pleased to address to me under date of yesterday, and to which was annexed a copy of the protocol of the opening of the conferences of the Commission charged to proceed to the application and execution of the Award delivered by the King my august master, in the affair of Portendic.

According to this protocol, a difficulty arose between the Commissioners of Liquidation upon the question, whether, in order to constitute themselves definitively in commission they ought to await previously the nomination of the Prussian Umpire, without whose concurrence the Commission might be incomplete; or whether, the appointment of an Umpire being only a contingency, his concurrence depended absolutely upon the previous result of the labours of the two Commissioners of Liquidation.

His Majesty's Government, to whom both parties were pleased to refer, could not but adopt the latter opinion, since it follows from the tenor of the Declaration of the 14th of November, 1842, and from the Award, that the co-operation of the Umpire, as was remarked by the French Commissioner, is in fact purely conditional, and can only take place in the event of the Commissioners of Liquidation not coming to an understanding between themselves upon such or such point of the affair which forms the object of their common labours.

I must, therefore, reserve to myself, my Lord, to inform you, in due time, of the choice which the King shall make of an Umpire, as soon as the two parties, through the medium of their respective Legations, shall have sought his co-operation, and I avail myself, &c.

(Signed) BULOW.

No. 17.

Mr. Ward to the Earl of Aberdeen.—(*Received April* 2.)

My Lord, *Berlin, March* 27, 1844.

WITH reference to my despatch of the 19th instant I have the honour to inform your Lordship, that a doubt having been entertained by the French Commissioner whether, according to the terms of the Declaration of the two Governments relative to Portendic, dated the 14th November, 1842, and of the King's award, it was competent to the Prussian Government to appoint an umpire, until a case of difference had actually arisen between the British and French Commissioners, we agreed to refer the point to the Prussian Government itself, through the medium of the respective Legations here; and the construction which that Government has given to the declaration and award is, that it would be premature to name an umpire until the time when the exercise of his functions shall be actually required. I beg to inclose the copy of a letter of the Prussian Minister for Foreign Affairs, deciding the question.

Previous to my arrival, the Earl of Westmorland had requested the immediate nomination of an umpire; and if the Prussian Government had deemed itself at liberty to take that course in the first instance, it

would, I think, have been the means of saving time eventually. However, my conferences with the French Commissioner are now proceeding, and I shall, of course, do the utmost to prevent unnecessary delays.

I understand that the person most likely to be named as umpire, if occasion should require, is the Baron von Roenne, who formerly acted as the Prussian arbitrator in a disputed question of account between Mexico and the United States, and who would be quite unexceptionable in the present case.

I have, &c.,
(Signed) JOHN WARD.

Inclosure in No. 17.

Baron Bülow to the Earl of Westmorland.

[See Inclosure in No. 16, page 381.]

No. 18.

The Earl of Westmorland to the Earl of Aberdeen.—(*Received May* 14.)

My Lord, *Berlin, May* 7, 1844.

HAVING applied to Baron Bülow, at the request of Mr. Ward, for the nomination of a Prussian Commissioner of Arbitration to decide the questions upon which a difference of opinion has arisen, relative to the Portendic claims, between the British and French Commissioners, I have received from his Excellency the note of which I have the honour of inclosing a copy, and which I have communicated officially to Mr. Ward, stating that M. de Roenne has been appointed by the King of Prussia to act in that capacity, and that he will lose no time in placing himself in direct communication with the Commission of Liquidation.

I have, &c.,
(Signed) WESTMORLAND.

Inclosure in No. 18.

Baron Bülow to the Earl of Westmorland.

Monsieur le Comte, *Berlin, le* 4 *Mai*, 1844.

EN réponse à la note que vous m'avez fait l'honneur de m'adresser sous la date d'hier, je m'empresse de vous informer que le Roi, mon Auguste Maître, a fait choix de son Conseiller Intime de Légation de Roenne pour lui confier les fonctions de surarbitre de la Commission chargée du réglement définitif de l'affaire de Portendic.

En conséquence, tous les papiers concernant cette affaire ont été placés sous les yeux de M. de Roenne qui ne tardera pas à se mettre en rapport direct avec MM. les Commissaires liquidateurs, afin d'obtenir communication des procès-verbaux de la Commission, ainsi que tous les autres renseignemens et explications dont il pourrait avoir besoin pour se prononcer, avec une entière connaissance de cause, sur les questions qui ont été soumises à la décision du surarbitre.

Je saisis, &c.,
(Signé) BULOW.

(Translation.)

My Lord, *Berlin, May* 4, 1844.

IN reply to the note which you did me the honour to address to me under date of yesterday, I hasten to inform you that the King my august master, has made choice of his Privy Councillor of Legation, M. de Roenne, to intrust to him the functions of Umpire of the Commission charged with the definitive arrangement of the Portendic affair.

Consequently, all the papers concerning this affair have been placed before M. de Roenne, who will without delay put himself in direct communication with

the Commissioners of Liquidation, in order to obtain communication of the protocols of the Commission, as well as all other particulars and explanations which he may require in order to decide, with an entire knowledge of the case, upon the questions which have been submitted to the decision of the Umpire.

I avail myself, &c.,

(Signed) BULOW.

No. 19.

Mr. Ward to the Earl of Aberdeen.—(*Received May* 14.)

My Lord, *Berlin, May* 7, 1844.

I HAVE the honour to inform your Lordship, that several questions having arisen between the French Commissioner and myself relative to the construction of the Royal award, we applied to the Government of Prussia, through the medium of the respective Legations here, for the nomination of an umpire, and it has been notified to us that His Majesty the King of Prussia has been pleased to appoint the Baron de Roenne, Privy Councillor of Legation, to act in that capacity. I propose, at a future period, to report to your Lordship the particulars of the questions which have been submitted to the Umpire, together with the decisions which he may give thereon.

I have, &c.,

(Signed) JOHN WARD.

No. 20.

Mr. Ward to the Earl of Aberdeen.—(*Received July* 1.)

(Extract.) *Berlin, June* 25, 1844.

I AM now enabled to report to your Lordship the result of the first reference made by the Commissioners of the Portendic claims to the Prussian Umpire, M. de Roenne, whose appointment was notified in my despatch of the 7th May last.

At the outset of the proceedings, the Commissioners found that their duties divided themselves into two parts, viz. : —

1st. To determine which of the claims presented were admissible to indemnity according to the terms of the Royal Award.

2nd. To fix the amount of indemnity due to each admissible claim.

The claims presented, and with which we have had to deal, are the following :—

	Ship.	Sum claimed. £.	s.	d.	Claimants.
No.	1. "Governor Temple"	2,538	3	4	Forster and Smith.
	2. "Industry"	1,535	0	0	R. Harrison.
	3. "Matchless" (first voyage)	1,509	19	7	G. C. Redman.
	4. "Eliza"	5,743	9	1	Do.
	5. "Meta"	16,040	3	7	Do.
	6. "Meta"	18,899	3	10	Do.
	7. "Marmion"				
	8. "Matchless" (second voyage)				
	9. "Prince Oscar"				
	10. "Gambia" and "Columbine"	12,974	19	7	Forster and Smith.
	11. "Chance" &c.	9,800	0	0	R. Harrison.
	12. "Columbine" and "Marmion"	6,500	4	9	Forster and Smith. G. C. Redman. R. Harrison.
	Total	75,541	3	9	

together with interest thereon up to the day of payment.

Of the above claims, the following were specifically named for indemnity by the Royal Award, viz. :—

No. 1. "Governor Temple."
2. "Industry."
4. "Eliza."

The following were not named in the Royal Award, but have been declared admissible to indemnity by the decision of the Umpire, viz. :—

No. 8. "Matchless" (second voyage).
9. "Prince Oscar."
10. "Gambia" and "Columbine."

The following are excluded by the agreement of the French Commissioner and myself, being clearly inadmissible, viz. : —

No. 11. "Chance," &c., in part £9,000.
12. "Columbine" and "Marmion."

and the remaining claims are excluded by the decision of the Umpire, viz.:—

No. 3. "Matchless" (first voyage.)
5. } "Meta."
6. }
7. "Marmion."
11. "Chance," &c., (as to £800, remainder of the £9,800).

The Commission is now occupied with the second branch of its functions, namely, the determination of the amount due upon the admitted claims in respect of the ships

"Governor Temple."
"Industry."
"Eliza."
"Matchless." (second voyage)
"Prince Oscar."
"Gambia" and
"Columbine."

In these accounts there are large items objected to, which I cannot forego without an appeal to the Umpire, and which will be submitted to him accordingly. But it happens that, within the last few days, M. de Roenne has been appointed President of the newly-constituted Board of Trade for the Prussian dominions ; and in consequence of the pressure of the new and important duties thus imposed upon him, it is uncertain how soon it may be possible to obtain his decision upon the remaining questions, so as to enable us to make the final liquidation. I hope, however, that in the course of the next eight or ten weeks, we may be able to bring the business to a conclusion.

With respect to the allowance for the claim No. 10 ("Gambia" and "Columbine"), the decision of the Umpire has made it necessary to obtain from Messrs. R. and B. Brown & Co., merchants in London, a certificate of the precise date of the purchase of certain cotton bafts. We have, therefore, addressed a communication to Messrs. Brown, requesting them to furnish this certificate, verified by the Consul-General of France in London, which the French Commissioner has consented to admit as sufficient evidence.

No. 21.

Mr. Ward to the Earl of Aberdeen.—(Received October 14.)

My Lord, *Berlin, October 9, 1844.*

I HAVE the honour to report to your Lordship, that the Commission for the Liquidation of the Portendic claims has now made its final adjudication, by determining the amount of the indemnity due to each of the claims which had previously been adjudged to have been admitted by the Royal Award.

In a former report, I enumerated the claims with which the Commission had to deal, being the under mentioned, viz. :—

	Ship.	Amount. £.	s.	d.
No. 1.	"Governor Temple"	2,538	3	4
2.	"Industry"	1,535	0	0
3.	"Matchless" (first voyage)	1,509	19	7
4.	"Eliza"	5,743	9	1
5.	"Meta"	16,040	3	7
6.	"Meta"			
7.	"Marmion"			
8.	"Matchless" (second voyage)	18,899	3	10
9.	"Prince Oscar"			
10.	"Gambia" and "Columbine"	12,974	19	7
11.	"Chance," &c.	9,800	0	0
12.	"Columbine" and "Marmion"	6,500	4	9
		£75,541	3	9

And I further stated that, of the above claims, the following were specifically named for indemnity by the Royal Award, viz. :—

No. 1. "Governor Temple."
2. "Industry."
4. "Eliza."

Also that the following had been declared admissible to indemnity the decision of the Umpire (M. de Roenne), viz. :—

No. 8. "Matchless" (second voyage).
9. "Prince Oscar."
10. "Gambia" and "Columbine."

That the following had been excluded by the agreement of the French Commissioner and myself, being clearly inadmissible, viz. :—

No. 11. "Chance" &c. (in part £9,000.)
12. "Columbine" and "Marmion."

And that the remaining claims had been excluded by the decisionof the Umpire, viz. :—

No. 3. "Matchless" (first voyage.)
5. } "Meta."
6. }
7. "Marmion."
11. "Chance, &c. (as to £800, remainder of the £9,800).

After the list of admissible claims had been settled by the decision of the Umpire, the French Commissioner and myself entered immediately upon the consideration and discussion of the second branch of our duties, namely, the determination of the sum to be allowed for each particular ship. We agreed in the rejection of some few minor items; but finding it impossible to concur as to the allowance of the more important items of the several accounts, we were ultimately obliged to refer the question of

amount upon each ship to the determination of the Umpire. In consequence of the pressure of his official duties as President of the Prussian Board of Trade, we had to wait some time for his decision, and having now obtained it, we have made our final award in conformity thereto, to the following effect: —

	Ship.	Sum allowed according to the decision of the Umpire. £.	s.	d.
No. 1.	"Governor Temple"	33	9	8
2.	"Industry"	127	14	0
4.	"Eliza"	245	6	0
8.	"Matchless" (second voyage)	507	6	6
9.	"Prince Oscar"			
11.	"Gambia" and "Columbine"	743	15	4
		£1,657	11	6

with interest thereon at 5 per cent. from the 14th July, 1844, as regards the sum of 74*l.*, forming part of the amount due to the "Industry," No. 2, and on the remainder from the 3rd October, 1844 (being the date of the decision of the Umpire), to the day of payment

The protocols of our conferences detail fully the course of the discussions, and will show upon what points I agreed with, and upon what I differed from, my French colleague. The final decision of the Umpire is dated 3rd October instant, and his previous decision is dated 20th June, 1844. I beg to subjoin, for your Lordship's convenience, the following explanatory observations :—

Claim No. 1.—*The "Governor Temple."*

In the case of this ship, the amount of the claim preferred was 2,538*l.* 3*s.* 4*d.*, under three heads, viz. :—

	£.	s.	d.
1. For demurrage of the ship	151	13	4
2. Compensation for personal injury sustained by Mr. Pellegrin	150	0	0
3. For the loss of a second voyage	2,236	10	0
	£2,538	3	4

1. The period for which the brig "Governor Temple" was actually detained by the French brig of war "Dunois," appeared on investigation to have been not thirty-five days as alleged by the claimants, but, as I considered, twenty-two days, viz. : from the 9th to the 31st July inclusive. I therefore thought that twenty-two days' demurrage ought to be allowed at the rate of 20 dollars, or 4*l.* 6*s.* 8*d.* per diem, that having been the price really contracted for. The French Commissioner would not allow more than seven days' demurrage, on the ground of the ship having lost time voluntarily, instead of returning directly to Portendic ; nor would he consent to any higher rate than 94½ francs, or 3*l.* 15*s.* 7*d.* per diem. The amount of the demurrage was, therefore, referred to the Umpire.

2. The item of 150*l.* charged for the imprisonment of Mr. Pellegrin, the supercargo, was unavoidably rejected by the Commission, because the Royal Award only gives compensation for losses sustained, not for personal offences. It did not appear that Mr. Pellegrin had lost any property or thing whatever; and, therefore, the circumstance of his having been detained on board the "Dunois" was not, of itself, sufficient to entitle him to an indemnity.

3. In my opinion, the loss of a second voyage, which would have been performed but for the detention by the "Dunois," was, in this case, sufficiently established; and I therefore contended that the item of 2,236*l.* 10*s.*, charged on this ground ought to be allowed without deduction. The capital embarked in the voyage actually performed by this ship was 3,282*l.* 17*s.* 10*d.*, and upon that capital a profit considerably exceeding 75 per cent. was realized. Then, taking 75 per cent. upon a similar amount of capital

which would have been embarked in a second voyage, the claimants would have realized 2,462*l.* 3*s.* 5*d.*, which exceeds the sum to which their present claim is limited, viz., 2,236*l.* 10. The rate of profit thus claimed was, no doubt, a high one, but I thought it admissible, because the evidence before the Commission showed that higher rates of profit had been derived from the gum trade in the years 1834 and 1835.

My colleague, however, disputed the possibility of the second voyage; denying that any such loss had been caused by the "Dunois," or that the loss of profit was a loss within the terms of the royal award. He refused also to admit, in any event, a higher rate of profit than 10 per cent. The admissibility of the claim for the loss of the second voyage was, therefore, referred to the decision of the Umpire.

The Umpire has fixed the amount of the indemnity thus :—

	£.	*s.*	*d.*
Seven days' demurrage, at 4*l.* 6*s.* 8*d. per diem*	30	6	8
Interest at 5 per cent., for seven days on the sum of 3,282*l.* 17*s.* 10*d.* being the capital embarked in the first voyage	3	3	0
	£33	9	8

thereby entirely excluding the claim for the loss of the second voyage.

Claim No. 2.—The "Industry."

In this case the claim consisted of three items :—

	£.
1. Injury sustained by the loss of the early market in England	1,350
2. Compensation for personal injury to Mr. Hughes	75
3. For demurrage of the "Elizabeth"	110
	£1,535

1. The detention of the cutter "Industry" by the French brig of war the "Dunois," was found to have been for the period of ten days only, viz.: from the 22nd July to the 31st July inclusive; and, in my opinion, as well as in that of the French Commissioner, the claimant has failed to make good his claim for loss of the market to the extent of 1350*l.* or anything like that sum. It is remarkable that this 1350*l.* corresponds exactly with the sum of 6000 dollars, claimed *pro formâ* by the supercargo, Mr. Hughes, in his original protest made at Goree on the 28th July, 1834, at which time it was wholly out of the power of Mr. Hughes, or any one else, to form any accurate estimate of the extent of the injury sustained. The amount of the loss in respect of which the claimant was justified in demanding an indemnity could not have been known until some weeks after the supercargo's protest, for such loss arose out of the subsequent fall in the market price to which the cargo of gum became subjected in consequence of the ten days' detention by the "Dunois." Now, it has been ascertained that the difference between the highest and the lowest price of gum quoted in the months of September and October, 1834, was 7*l.* per ton, and therefore, in admitting a loss at that rate upon the "Industry's" cargo of 53 tons 14 cwt., I have assumed the utmost extent of injury which could by possibility have been sustained under this head. The sum of 374*l.* 8*s.*, which I proposed to allow for loss of market, is in fact, the highest figure to which this item of the claim could justly be carried. My colleague would not consent to allow so much, contending that the sum of 53*l.* 14*s.* was a sufficient indemnity, as expressing the difference of 1*l.* per ton between the average prices of the months of September and October respectively. The item was, therefore, referred to the Umpire.

2. It was out of the power of the Commission to allow any indemnity for the personal offence against Mr. Hughes, because the Royal Award gives compensation only for losses sustained by British subjects, and the

detention of Mr. Hughes on board the "Dunois" does not fall within that definition.

3. As the "Industry" was detained only ten days, and the same period of detention was equally applicable to the "Elizabeth," which was waiting for the "Industry's" cargo, the charge of 110*l.* for demurrage being at the rate of 11*l.* per diem, appeared unreasonable. After some discussion, we agreed that the demurrage of the "Elizabeth" should be allowed for the ten days at the same rate per diem as the Umpire should fix for the "Governor Temple."

Beyond the losses above considered, there was no evidence of any actual loss having been sustained by the owner of the "Industry." The possibility of a second voyage, was, of course, out of the question, the detention having been for ten days only; and the supplementary allegation made by the supercargo, of having been obliged by the detention to treat for gum on unfavourable terms, was wholly unsupported by any satisfactory proof.

	£.	*s.*	*d.*
The Umpire has fixed the amount of indemnity for the loss of the early market, at	53	14	0
Add to which ten days' demurrage of the "Industry," at 2*l.* 3*s.* 4*d. per diem*, being the moiety of the rate allowed for the "Governor Temple"	21	13	4
Add also ten days' demurrage of the "Elizabeth," at 4*l.* 6*s.* 8*d. per diem*, being at the same rate as allowed for the "Governor Temple" ..	43	6	8
For the loss of the boat	9	0	0
	£127	14	0

Claim No. 3.—"*Matchless*" (*first voyage*).

The claim preferred in this case was for 1509*l.* 19*s.* 7*d.*, as a compensation for the value of property alleged to have been stolen by the Moors before the blockade, in consequence of the forcible detention of Mr. Pinsent, the assistant supercargo, on board the French brig of war "Dunois." The Royal Award gave indemnity for the losses caused by the proceedings of the "Dunois" to the ships "Governor Temple" and "Industry," excepting the claim relative to the assistant supercargo of the "Industry," Mr. Pinsent. But no mention was made in the award of the substantive claim of the owner of the "Matchless" for the loss of his goods, which were stolen on shore whilst Mr. Pinsent was a prisoner on board the French brig. I contended that the claim of the owner of the "Matchless" was admissible to indemnity, being inseparably connected with the claim on account of the "Industry," and that the principles upon which the Royal Arbitrator had admitted the "Governor Temple" and the "Industry," were equally applicable to the "Matchless," with the exception of the portion of the loss relating individually to Mr. Pinsent, viz., 16*l.* 13*s.* 6*d.*, for the loss of his clothes; the specific exclusion of which might be considered indicative of the intention of the Royal Arbitrator to admit the general claim of the owner of the ship. The French Commissioner argued, that as the proceedings of the "Dunois" applied to three ships, viz., the "Governor Temple," "Industry," and "Matchless," and as the Royal Award admitted the first two only by name, its silence in regard to the last was conclusive evidence of the intention of the Arbitrator to exclude the claim, adding, that this distinction appeared sufficiently justified by the actual difference of the case of the "Matchless" from that of the two other ships. The question of the admissibility of the general claim for the "Matchless" was then referred to the Umpire, and his decision was, that according to the terms of the Royal Award the claim was excluded from indemnity.

Although the specific reason for the exclusion of the "Matchless" by the Royal Award has not transpired, it may be presumed, that in the view of the Royal Arbitrator, France was not responsible for a robbery committed on shore by the Moors who were not French subjects; and

which would not have taken place if the assistant supercargo, in charge of the goods, had not voluntarily left his post on shore, and embarked on board the "Industry," where he was detained prisoner for ten days, and during his absence the goods were stolen. The circumstances of the loss may, therefore, have presented themselves to the mind of the Arbitrator differently from those of the detention of the vessels "Governor Temple" and "Industry;" but the motives of the award not being stated upon the face of it, and the language being far from clear, I thought it due to the claimant to contend, as I did, for the admission of the "Matchless" upon the same footing as the other two ships mentioned.

Claim No. 4.—The "Eliza."

In this case the loss for which the Royal Award has decreed compensation, is that sustained in consequence of the ship having been turned off from Portendic without the lading of gum which was due to her in exchange for the goods already delivered to the Moors. It, therefore, became the duty of the Commission to fix the amount of the indemnity with reference, 1st., to the quantity of goods delivered to the Moors; and 2ndly, to the quantity of gum due from the Moors to the claimant in exchange for those goods. The opinions of myself and the French Commissioner differing materially, we recorded them separately upon the protocol, and requested the Umpire to decide between them by fixing definitively the amount of the compensation.

The main difficulty in this claim was to discover what quantity of goods the claimant had actually bartered with the Moors. The former British Commissioners, from the tenor of their notes to their French colleagues, dated the 30th July and 4th October, 1841, seem to have been led to suppose that the whole, or the greater part of the "Eliza's" cargo, was actually landed and delivered to the Moors. This supposition, however, is not borne out by the evidence. There is proof, on the contrary, that a considerable part of the cargo was not so delivered, and my colleague has contended, with some plausibility, that the goods delivered were merely those required for presents and customs, which could not have exceeded 10 per cent. upon the entire quantity, and which, in his opinion, only entitled the claimant to an indemnity of 245*l.* 6*s.*, being 10 per cent. upon the value of the whole of the cargo destined for the Portendic trade.

The ground which I took was more favourable to the claimant, for there being evidence of the existence of a contract for fifty tons of gum, I contended that that quantity of gum was due in exchange for the goods delivered, whether the quantity of the latter were greater or less, and consequently, that the claimant was entitled to the profits arising from fifty tons of gum, which, after proper deductions, would have amounted to 2,442*l.* 5*s.* The gum actually contracted for might fairly be said to be due, and therefore within the limits of the award; but the same could not be said of gum merely procurable, and I searched in vain for any grounds on which the claim could be vindicated to the extent of 5,743*l.* 9*s.* 1*d.*, demanded by the claimant. The terms of the Royal Award, however narrow or precise, were those within which the Commission was bound to confine itself; and in proposing to allow 2,442*l.* 5*s.*, upon the ground of the sole *locus standi*, viz., the existing contract, I considered that I did full justice to the claimant, inasmuch as the remainder of his demand did not rest upon any basis consistent with the Royal Award.

The decision of the Umpire is, that the amount of indemnity due in this case by France is 245*l.* 6*s.*

Claims Nos. 5, 6, *and* 7.—*The "Meta" and the "Marmion."*

The claim on account of the ship "Meta" was separately for the sum of 16,040*l.* 3*s.* 7*d.*; and also, together with the ship "Marmion," for a portion of a further sum of 18,899*l.* 3*s.* 10*d.*, claimed collectively for the four ships "Meta," "Marmion," "Matchless," (2nd voyage,) and "Prince Oscar." The admissibility of this claim depended upon whether the losses were such as the claimant would not have sustained, if the French Government, in transmitting to the Governor of Senegal the order for the blockade, had simultaneously notified the same to Her Majesty's Government. This was the condition prescribed by the Royal Award, subject to the further qualification that no claim should be admitted in which the claimant either had actual knowledge of the blockade, or might have derived a knowledge of it through the medium of the British Government. The ships "Meta" and "Marmion" both sailed from England in the month of November, 1834, and the order from the French Minister of Marine to the Governor of Senegal, for the establishment of the blockade bears date the 12th December, 1834. Considering the importance of this last date, and finding that some copies were extant of the subsequent proclamation of the blockade made by the Governor of Senegal, in which the date of the French Minister's order to him is recited as of the 12th September, I have obtained from my colleague a copy of the last mentioned order, the accuracy of which he has guaranteed, and which leaves no doubt of the real date being the 12th December. This same order was quoted by the *Comité du Contentieux* in their Report dated June 24, 1837, which was communicated to the claimants, and replied to by them in a letter addressed to Viscount Palmerston on the 14th December, 1837, in which they noticed and commented upon this very letter of the French Minister to Governor Pujol, dated the 12th December, 1834, without expressing any doubt as to the time of its being written. The date of the order must, therefore, be considered as admitted on all sides, and it was quite to be expected that the French Commissioner should have made the preliminary objection which he did, viz., that the simultaneous communication by the French to the British Government, of the order of the 12th December, could not, if made, have prevented the sailing of the "Meta" and the "Marmion" in the November previous, and that, therefore, there could be no indemnity for those enterprises, which were undertaken before the date from which alone the Royal Award has declared France to be responsible. The substance of my reply was, that although the communication by France of the order of the 12th December would not have prevented the expenses previously incurred for those ships, yet that, on the other hand, it was clear that they sailed in *bonâ fide* ignorance of the intended blockade, and did not acquire any knowledge of it until the 4th February, when they were in the Gambia, a few days before the blockade came into operation. If, then, the claim were not admissible on the score of the non-notification, it could not, on the other hand, be excluded for knowledge of the blockade; and it should be presumed either that the Royal Arbitrator intended to admit it, or had left undecided whether it fell within the category of admissibility or exclusion. Upon the latter supposition, I maintained that there was ground for applying to the Royal Arbitrator for a supplementary award to remedy the existing uncertainty with regard to these two ships. The question having been referred to the Umpire, he decided in a manner which leaves no room for further doubt, that the claims in respect of the ships "Meta" and "Marmion" were definitively excluded from indemnity.

Claims Nos. 8 *and* 9.—*The "Matchless" and the "Prince Oscar."*

These two claims form a portion equivalent to 48 per cent. of a collective demand amounting to 18,899*l.* 3*s.* 10*d.*, made by the same party in respect of the four ships "Meta," "Marmion," "Matchless," and "Prince Oscar," of which the first two were excluded by the Umpire, as already stated. The admissibility of these two ships turned mainly upon the same question, but with this difference of circumstances in their favour, that

they sailed from England some time after the 12th December, 1834, viz., in the month of March following. The French Commissioner, however, refused to admit the responsibility of France, on the ground of non-notification of the order for blockade, and contended that the claimant either had notice of the blockade, or might have received it through the medium of Her Majesty's Government. I maintained, on the contrary, that the simultaneous notification of the order of blockade by France on the 12th December, must necessarily have prevented the undertaking of these enterprises between that period and the month of March; and that if the claimant acquired a knowledge of the blockade by means of the "Moniteur du Commerce" dated the 9th March, it was not until the expenses of the voyage had been incurred, and the ships had sailed from London. I was enabled also, by means of a despatch from Viscount Canning, to show that Her Majesty's Government did not receive any official information of the blockade until the 17th March, being the day next before that of the sailing of the ships from Portsmouth. My colleague, however, still persisting in his opinion, it became necessary to refer to the Umpire the preliminary question of admissibility. His decision was, that the two ships were admissible to an indemnity, limited however to the amount of losses which the owner would have sustained, even if he had not permitted the ships to sail from Portsmouth on the 18th March, 1835. Having differed from the French Commissioner in the adjustment of the amount of the indemnity under the condition to which it was thus subjected by the Umpire, our opinions appear separately upon the protocol.

The sum which I claimed as a fair allowance for the two ships was 5,746*l.* 6*s.* 2*d.*, consisting of the due proportion of the actual cost of the whole of the goods specially destined for the Portendic market by the four ships, viz.: 48 per cent. upon 6504*l.* 5*s.* 4*d.*, with the addition of the expenses thereon, and of 75 per cent. for profit; and deducting from that amount the value of the due proportion of the goods realised. I contended that these losses were actually incurred previous to the 18th March, 1835, whilst the claimant was necessarily in ignorance of the blockade; and that as the whole of the outlay was made before that day, it would have made no difference if the ships had then been detained, instead of having been allowed to proceed on their voyages. My colleague, however, was of opinion, that the entire allowance ought not to exceed 74*l.* 16*s.* 2*d.*, consisting of the interest on the capital from the 2nd to the 18th March, and of a limited proportion of the expenses, considering that this covered the whole of the loss really sustained by the claimant previous to the 18th March, 1835.

The amount of the indemnity was, therefore, necessarily referred to the Umpire, and by his decision it has been fixed at the sum of 507*l.* 6*s.* 6*d.*

Claim No. 10.—*The "Gambia" and the "Columbine."*

This claim stood originally at 12,974*l.* 19*s.* 7*d.*, being the amount of the losses incurred upon cotton bafts exported to the Gambia, and destined, with other goods, for the Portendic trade. The claim appeared to me to be *primâ facie* admissible, on the ground that the losses, or at all events a portion of them, would have been prevented by a simultaneous notification of the order of the 12th December, 1834, by the French to the British Government; and also, on the ground of the claimants having acted without any knowledge, or possibility of knowledge, of the blockade. The French Commissioner insisted that the claim was excluded *in toto*, arguing, that the whole transaction of the purchase of the bafts ought to be considered as dating from October, 1834; and also that the enterprise was not really destined for the Portendic trade. I disputed both these positions, and my colleague not being satisfied, we were obliged to refer to the Umpire the preliminary question of the admissibility either of the whole claim, or of such part of it as he might consider within the meaning of the Royal Award. The decision of the Umpire admitted the claim to indemnity, but only so far as related to the bafts purchased after the date when the notification of the order for the blockade ought to have been

given by France to England, viz.: the 12th December, 1834. The demand, therefore, became reduced to a portion only of the investment of bafts, the other goods being excluded, because they would not have been saved by the due notification. In order to ascertain precisely the quantity of bafts shipped, with the dates of shipment, we procured from the shippers in London, Messrs. Brown & Co., a further certificate as to these points, verified by the French Consul-General. From this certificate it appeared that 2,820 pieces of bafts had been shipped on board the "Columbine" on the 31st December, 1834, and we were, therefore, obliged to adopt that quantity as the reduced basis of the claim. But my opinion upon the amount of indemnity contemplated by the umpire differing from that of my colleague, we recorded our declarations separately upon the protocol.

I thought that the indemnity ought to cover the cost price of the 2,820 bafts, with the expenses, and 75 per cent. profit, deducting the proceeds realised, the result of which would be an allowance of 2,175*l.* 12*s.* 6*d.* The rate of profit appeared to be justified by the reasons cited in the case of the "Governor Temple," and the profits were as much a loss within the meaning of the award, as the price paid for the goods. The depreciation of the bafts seemed sufficiently established by the evidence adduced.

The French Commissioner considered that the indemnity ought to be limited to the sum of 9*l.* 3*s.*, being the mere interest of the capital employed, viz., 1941*l.* 10*s.* from the 31st December, 1834, the date of the purchase of the bafts, to the 11th February, 1835, the date of the arrival of the "Columbine" at Bathurst. An appeal was, therefore, made to the Umpire, to determine the amount of the indemnity; and by his decision it has been fixed at the sum of 743*l.* 15*s.* 4*d.*

Claim No. 11.—"*Chance*," *&c.*

This claim consisted of the following items, viz.:—

	£.
1. Mercantile profit on 12,000*l.* capital ready to be embarked in the gum trade at Portendic, and prevented by the blockade from being so applied	9,000
2. Loss by corn	150
3. Loss by schooner "Chance" bought specially for the trade	300
	£9,450
Expenses (disallowed under that head)	350
	£9,800

1. The first item, being for imaginary profit upon capital which was never invested in the gum trade at all, but which, according to the claimant, might have been so under different circumstances, was obviously inadmissible, and was, therefore, rejected without appealing to the Umpire. It was not the intention of the Royal Award, that any persons should be indemnified who were not actually pursuing the trade interrupted by the French; and the indemnity was therefore limited to the injuries sustained by those parties who were in the act of "exerçant sur la dite côte un trafic régulier et légitime."

2. The items for loss of corn and purchase of the schooner were insisted upon by me, as having been incurred in *bonâ fide* ignorance of the blockade; and I contended further, that these sums, if not specifically included, were not specifically excluded by the Royal Award, and consequently, that if not actually admitted, there was ground for bringing them again under the consideration of the Royal Arbitrator. My colleague, however, pressed for their exclusion, because both the corn and the vessel were purchased some time previous to the date when the notification by France of the order of 12th December, 1834, could possibly have prevented the outlay. The question having been submitted to the Umpire, he decided that the claims in respect of the corn and the schooner "Chance" were absolutely excluded from indemnity.

The whole of the claim No. 11 has thus been disallowed.

Claim No. 12.—*The "Columbine" and the "Marmion."*

This claim, amounting to 6,500*l.* 4*s.* 9*d.*, arose out of losses alleged to have been incurred by investments in the ships "Columbine" and "Marmion," which sailed from London in the month of July, 1835. The Royal Award allows no indemnity for losses incurred by parties having actual knowledge of the blockade, or who might have ascertained the fact from Her Majesty's Government. Now, the claimants have admitted that they derived a knowledge of the blockade from the "Moniteur du Commerce" published at Paris on the 9th March, 1835; and it also appears, that on the 17th of the same month, official information of it reached Her Majesty's Secretary of State for the Colonies. Consequently the claim is distinctly excluded by the terms of the Royal Award, and it was, therefore, disallowed without an appeal to the Umpire.

The Interest and Expenses.

The allowance of interest was also a subject of difference between the French Commissioner and myself, and we were obliged to refer the same to the Umpire. I contended, in conformity with the terms of Viscount Palmerston's despatch to Earl Granville, dated 9th December, 1836, that the parties were entitled to interest from the dates when they would have realised their money in the ordinary course of trade, that is to say:—

The "Governor Temple" and the "Industry," from the 31st October, 1834;

The "Eliza," "Matchless," "Prince Oscar," "Gambia," and "Columbine," from the 31st July, 1835;

and that such interest ought to be computed at the rate of 5 per cent. per annum. My colleague, however, would only allow interest at 3 per cent. from the date of the liquidation, either by our agreement, or the decision of the Umpire.

M. de Roenne has decided that the rate of interest is to be 5 per cent.; but he is of opinion with the French Commissioner, that the interest can only be computed from the date of the liquidation, either by the Commission or the Umpire. His opinion is in conformity with the rule laid down on this subject in an article of the Prussian code of laws (derived originally from the Roman Law), which declares that "Whoever is obliged to pay an indemnity for an unlawful proceeding, must pay interest on the amount thereof, as fixed in money, from the date of the delivery of the judgment." ("Wer aus einer unerlaubten handlung zur entschädigung verpflichtet ist, muss den nach gelde fest-gesetzten betrag derselben von dem tage des ergangenen urtels an, verzinsen." Allgemeines Landrecht für die Preussischen Staaten, 1er theil. 16er titel. § 66.) France not having entered into any obligation to pay interest upon the present claims, the interest would fall under the denomination known to the Roman Law, of *usuræ rei judicatæ*, and as such could only run from the date of the adjudication.

The expenses charged in the different accounts, and amounting in the whole to 1250*l.*, were unavoidably disallowed under that head, because the terms of the Royal Award did not make France responsible for expenses voluntarily incurred by the parties, with reference to a question which has throughout been conducted in the ordinary diplomatic course between the two Governments. I urged, however, as one of the reasons for allowing interest on a liberal scale, that some compensation might thus be made to the parties for such expenses as they might have incurred in the prosecution of their claims, but for which, under the head of expenses, they were not entitled to any indemnity.

Comparing the amounts of the sums which I proposed to allow upon the respective claims declared admissible, with the sums proposed by the

French Commissioner, and those eventually allowed by the Umpire, the result stands thus:—

Ship.	Sums proposed by British Commissioner.	Sums proposed by French Commissioner.	Sums allowed by Prussian Umpire.
	£. s. d.	£. s. d.	£. s. d.
"Governor Temple"	2,331 16 8	28 4 7	33 9 8
"Industry".....	448 8 0	119 7 9	127 14 0
"Eliza".....	2,442 5 0	245 6 0	245 6 0
"Matchless" and "Prince Oscar"..	5,746 6 2	74 16 2	507 6 6
"Gambia" and "Columbine".....	2,175 12 6	9 3 0	743 15 4
	£13,144 8 4 with interest at 5 per cent. from years 1834 and 1835.	£476 17 6 with interest at 3 per cent. from date of liquidation.	£1,657 11 6 with interest at 5 per cent. from date of liquidation.

Although differing from my French colleague in the solution of most of the complicated questions detailed in the protocols, I have, in common with him and with the Umpire, recognized it to be the duty of the Commission to effect the liquidation strictly according to the terms of the Royal Award and the evidence furnished by the claimants. The Royal Arbitrator had before him the same documents and accounts which afterwards came under our investigation. His Majesty was requested by the two Governments, in their common declaration, "to decide, whether in consequence of the measures and circumstances which preceded, accompanied, or followed, the establishment and the notification of the blockade of the coast of Portendic in 1834, 1835, any real injury was unduly inflicted on such and such British subjects;" and he therefore had it fully in his power either to admit to compensation the whole of the claims presented, or to reject as many of them as he thought fit. The reservation by France, in general terms, of her right to blockade the coast of Portendic in time of war, could hardly have been regarded by the Royal Arbitrator as restraining him from admitting to indemnity, if he had thought fit, the claims founded upon losses alleged to have arisen solely out of the establishment of the blockade in 1835. But, according to the terms of the Royal Award, the fact of the blockade does not constitute a ground for compensation, the responsibility of the French Government having been deemed to arise merely out of the circumstance of the non-notification of it to Great Britain. The inference is irresistible, that, in the opinion of the Royal Arbitrator, the blockade was, under the peculiar circumstances, justifiable; and that, consequently, no claimant was entitled to be indemnified for any loss arising immediately out of that proceeding. The effect has been the entire exclusion of the claims in respect of the ships "Meta" (Nos. 5 and 6), "Marmion" (No. 7), and for this and other reasons, of the "Chance" (No. 11), and "Columbine" and "Marmion" (No. 12); and also of the greater portion of those in respect to the ships "Matchless" (2nd voyage), and "Prince Oscar" (Nos. 8 and 9), and "Gambia" and "Columbine" (No. 10).

I have only to add, in conclusion, that the proceedings of the Commission have been much facilitated by the courtesy with which my French colleague, M. Engelhardt, consented to act upon the copies of the claimants' accounts and vouchers, as laid before the Royal Arbitrator, instead of insisting upon his undoubted right to require the production of the original documents; a rigorous scrutiny of which would probably have protracted our proceedings for a much longer period of time than they have actually occupied.

I have, &c.,
(Signed) JOHN WARD.

Inclosure in No. 21.

Décision du Surarbitre.

LE Soussigné, nommé par Sa Majesté de Roi de Prusse, Commissaire surarbitre de la Commission mixte établie en cette ville en vertu d'une déclaration commune des Gouvernemens Britannique et Français, signée à Paris le 14 Novembre, 1842, à l'effet d'examiner et de fixer selon la sentence arbitrale rendue par Sa Majesté le Roi de Prusse le 30 Novembre, 1843, les réclamations élevées par plusieurs sujets de Sa Majesté Britannique à la suite des mesures prises par le Gouvernement Français à Portendic en 1834 et 1835, après avoir pris connaissance des procès-verbaux qui lui ont été communiqués et après avoir soumis à un examen mûr et consciencieux toutes les assertions qui y sont contenues, émet la suivante décision des questions qui lui ont été adressées par la dite Commission.

Ad question 1.—"*Matchless.*"

Le silence que garde la sentence à l'égard du "Matchless," No. 3, doit-il être interprêté, ainsi que le soutient le Commissaire Britannique, comme emportant admission tacite à indemnité, et comme emportant, pour le résultat et les principes, la connexité de cette réclamation avec celles du "Governor Temple" et de "l'Industry," qui ont été nommément admises à l'indemnité?

Ou, ainsi que le soutient le Commissaire Français, ce silence doit-il être interprêté comme emportant rejet pur et simple de la réclamation?

Décision.

La réclamation qui regarde le vaisseau "Matchless" (1er voyage), devra, selon les termes de la sentence arbitrale, rester exclue de l'indemnité dûe par le Gouvernement Français.

Ad question 2.—"*Meta*" *et* "*Marmion.*"

Les réclamations relatives à ces deux bâtimens, en ce qu'elles se rapportent à une époque antérieure à la date du 12 Décembre, 1834, ayant été envisagées par le Commissaire Britannique comme admises, et faute d'être admises comme étant alors ni admises ni rejetées, aux termes de la sentence, y a-t-il lieu de prononcer leur admission; ou éventuellement y a-t-il lieu de recourir à la décision supplémentaire de la part de l'Arbitre Royal afin de combler la lacune ainsi signalée dans la sentence?

Ou, ainsi que le soutient le Commissaire Français, et attendu, dit-il, qu'il ne saurait, aux termes de la sentence, exister de moyen-terme entre l'admission et le rejet; y a-t-il lieu de conclure des termes de la sentence, et des faits constatés, que les réclamations sont effectivement rejetées de l'indemnité?

Décision.

La réclamation au sujet des deux vaisseaux "Meta" et "Marmion" restera également exclue de la participation à l'indemnité.

Ad question 3.—"*Matchless*" (*second voyage*) *et* "*Prince Oscar.*"

Résulte-t-il des faits établis au débat, que ces deux bâtimens sont écartés de l'indemnité, en application des éventualités d'exclusion posées par la sentence?

Ou en résulte-t-il qu'ils sont admis en application de la règle d'admission posée par la sentence? et dans ce cas le sont-ils pour la totalité, ou seulement pour telle ou telle partie de la réclamation?

Decision.

Les deux vaisseaux "Matchless" (2e voyage) et "Prince Oscar" ne seront point exclus de l'indemnité, mais l'admission de celle-ci devra se borner à telle partie des pertes que le réclamant aurait soufferte même dans le cas, qu'après l'entrée de ces deux vaisseaux dans le port de Portsmouth, il les y eût retenus et qu'ils *n'eût pas* permis qu'ils continuassent leur voyage à Portendic.

Ad question 4.—"*Gambia*" *et* "*Columbine.*"

La réclamation relative à ces deux bâtimens est-elle, aux termes de la sentence, admise à indemnité, ou est-elle rejetée, soit en totalité,—soit seulement pour telle ou telle partie?

Eventuellement, et conformément à l'opinion déjà émise par le Commissaire Britannique, à propos de la deuxième question, y a-t-il lieu de recourir à une décision supplémentaire de la part de l'Arbitre Royal?

Décision.

La réclamation à l'égard des vaisseaux "Gambia" et "Columbine" sera écarté en autant qu'elle regarde les objets qui sont indiqués comme ayant été achetés à *Bathurst* pour le commerce des gommes de Portendic. La prétention cependant de la partie réclamante d'être admise à l'indemnité pour la perte qu'elle pourrait avoir essuyée à la suite de l'exécution de la commission qu'elle avait donnée à *Londres* au sujet de l'achat de *bafts* (cotons bleus) et de leur expédition par ces deux bâtimens, dépend de la question: si cette commission a été exécutée *avant* ou *après* le jour où le commerce de Londres aurait pu être informé du blocus de Portendic, au cas que le Gouvernement Français, en faisant parvenir au Gouverneur du Sénégal l'ordre d'établir ce blocus, eût en même temps porté cette mesure à la connaissance du Gouvernement Britannique. En admettant le premier cas, c'est-à-dire que la commission ait été exécutée *avant* le dit jour, la réclamation devra être rejetée comme non-fondée, tandisque dans l'autre cas l'exécution de la commission ayant eu lieu *après* ce terme, l'indemnité devra être accordée.

Ad question 5.—"*Chance.*"

La partie de la réclamation qui se rapporte à la perte éprouvée sur l'achat du bâtiment le "Chance," et sur le froment, ayant été reconnue par le Commissaire Britannique pour être admise, et à défaut d'être admise pour n'être ni admise ni rejetée aux termes de la sentence, tandisqu'elle a été reconnue par le Commissaire Français, d'abord pour ne pas être admise aux termes de la sentence, et ensuite pour être rejetée précisément parcequ'elle n'était pas admise d'après ces termes; y a-t-il lieu à admission ou à rejet? et éventuellement y a-t-il lieu à recourir à une décision supplémentaire de la part de l'Arbitre Royal?

Décision.

La réclamation au sujet des pertes essuyées par l'achat du vaisseau le "Chance" et du bled, devra être jugée exclue de l'indemnité.

Berlin, ce 20 *Juin*, 1844.

(Signé) ROENNE.

(Translation.)

THE Undersigned, appointed by His Majesty the King of Prussia, Umpire Commissioner of the Mixed Commission established in this city by virtue of a joint declaration of the British and French Governments, signed at Paris, November 14, 1842, for the purpose of examining and determining according to the Award delivered by His Majesty the King of Prussia, November 30, 1843, the

claims preferred by several subjects of Her Britannic Majesty, on account of the measures adopted by the French Government at Portendic, in 1834 and 1835, after having made himself acquainted with the contents of the protocols which have been communicated to him, and after having submitted to a thorough and conscientious examination, all the assertions contained therein, delivers the following decision of the questions which have been addressed to him by the said Commission.

To Question 1.—"*Matchless.*"

Is the silence which the award observes with respect to the "Matchles s No. 3, to be interpreted, as the British Commissioner maintains, as implying a tacit admission to indemnity, and as implying, as to the result and principles, the connection of this claim with those of the "Governor Temple" and the "Industry," which have been specially admitted to indemnity?

Or, as the French Commissioner maintains, is this silence to be interpreted as implying the plain and simple rejection of the claim?

Decision.

The claim regarding the ship "Matchless" (first voyage), must, according to the terms of the award, stand excluded from the indemnity due from the French Government.

To Question 2.—"*Meta*" *and* "*Marmion.*"

The claims relative to these two vessels, inasmuch as they refer to a period prior to the date of December 12, 1834, having been considered by the British Commissioner as admitted, and in default of being admitted, as being then neither admitted nor rejected by the terms of the Award, are there sufficient grounds for pronouncing their admissibility, or, eventually, are there grounds for referring to a supplementary Award of the Royal Arbiter, in order to supply the omission thus alleged in the Award?

Or, as the French Commissioner maintains, and seeing, says he, that there cannot by the terms of the Award, exist any middle term between admissibility and rejection, are there grounds for concluding from the terms of the Award, and the facts proved, that the claims are finally excluded from indemnity?

Decision.

The claim respecting the two vessels "Meta" and "Marmion, will also stand excluded from any share in the indemnity.

To Question 3.—"*Matchless*" (*2nd voyage*), *and* "*Prince Oscar.*"

Does it result from the facts elicited in the discussion, that these two vessels are excluded from indemnity by the application of the contingencies of exclusion laid down in the Award?

Or does it result therefrom, that they are admitted by application of the rule of admissibility laid down in the Award? And in this case are they admitted for the whole, or only for such or such portion of the claim?

Decision.

The two vessels "Matchless" (second voyage), and "Prince Oscar," are not to be excluded from indemnity, but the admissibility of the latter must be confined to such part of the losses as the claimant would have suffered, even in case that after the arrival of these two vessels in the port of Portsmouth, he had kept them there and *not* permitted them to continue their voyage to Portendic.

To Question 4.—"Gambia" and "Columbine."

Is the claim respecting these two vessels, by the terms of the Award, admitted to indemnity, or rejected,—either entirely, or only for such or such part?

Eventually, and conformably to the opinion already expressed by the British Commissioner in regard to the second question, are there grounds for referring to a supplementary decision on the part of the Royal Arbiter?

Decision.

The claim respecting the vessels "Gambia" and "Columbine," is to be rejected, in so far as regards the articles which are shown as having been bought at *Bathurst* for the gum trade at Portendic. The pretension, however, of the party claiming to be admitted to indemnity for the loss which he may have suffered in consequence of the execution of the commission which he had given at *London* for the purchase of bafts (blue cottons), and for their transport by these two vessels, depends on the question, whether this commission was executed *before* or *after* the day when the merchants of London might have been informed by the blockade of Portendic, in case the French Government, when it sent to the Governor of Senegal the order to establish this blockade, had, at the same time, informed the British Government of this measure. Supposing the former to be the case, that is to say, that the commission was executed *before* the said day, the claim must be rejected as unfounded; whereas, in the other case, the execution of the commission having taken place *after* that day, the indemnity must be granted.

To Question 5.—"Chance."

The part of the claim which refers to the loss incurred on the purchase of the vessel "Chance," and on the wheat, having been considered by the British Commissioner as being admitted, and in default of being admitted, as being neither admitted nor rejected, according to the terms of the Award, whereas it was considered by the French Commissioner, at first, as not being admitted according to the terms of the Award, and then as being rejected, precisely because it was not admitted according to those terms; are there grounds for admission or rejection? And eventually, are there grounds for referring to a supplementary decision on the part of the Royal Arbiter?

Decision.

The claim for losses incurred by the purchase of the vessel "Chance," and of the corn, must be held excluded from indemnity.

Berlin, June 20, 1844.

(Signed) ROENNE.

Inclosure 2 in No. 21.

Décision du Surarbitre.

LE soussigné, nommé par Sa Majesté le Roi de Prusse, Commissaire surarbitre de la Commission mixte établie en cette capitale en vertu d'une déclaration commune des Gouvernemens Français et Britannique, signée à Paris le 14 Novembre, 1842, à l'effet d'examiner et de fixer selon la sentence arbitrale rendue par Sa Majesté le Roi de Prusse le 30 Novembre, 1843, les réclamations élevées par plusieurs sujets de Sa Majesté Britannique à la suite des mesures prises par le Gouvernement Français à Portendic en 1834 et 1835; après avoir pris connaissance des protocoles qui lui ont été communiqués, et après avoir soumis à un examen mûr et

consciencieux toutes les assertions qui y sont contenues, décide ainsi qu'il suit les questions qui lui ont été adressées par la dite Commission dans ses Protocoles No. 11, 12, 13, 14, 15, et 16, relativement à l'exécution de la seconde partie de la sentence royale et de la décision surarbitrale intervenue le 20 Juin dernier:—

I. Par rapport à la réclamation des Sieurs Forster et Smith au sujet du navire "Governor Temple,"

Les deux Commissaires sont restés en litige sur les questions suivantes—

1°. Le nombre de jours de *demurrage* du "Governor Temple" pour lesquels la Commission a reconnu que la France devait éventuellement indemnité, doit-il être admis à raison de vingt-deux jours, comme le soutient le Commissaire Britannique?

Ou à raison de sept jours, comme le soutient le Commissaire Français?

2°. Cette indemnité éventuelle pour *demurrage*, doit-elle être fixée par jour au taux de 20 dollars=109 francs, ou 4*l.* 6*s.* 8*d.* sterling, d'après la demande du Commissaire Britannique?

Ou au taux de 94 francs 50 centimes,=3*l.* 15*s.* 7*d.* sterling, proposé par le Commissaire Français?

3°. Résulte-t-il des faits constans au débat, que le "Governor Temple" aurait pu faire un second voyage?

4°. Subsidiairement, et si le second voyage était possible, le "Governor Temple" a-t-il été empêché de faire le dit voyage par les procédés du "Dunois," et en général par les faits dont la France est déclarée responsable aux termes de la sentence?

5°. Et enfin, dans ce cas le manque à gagner, c'est-à-dire, les bénéfices qui auraient pu être réalisés de ce second voyage, sont-ils, aux termes de la sentence, compris par les pertes pour lesquelles il est dû indemnité?

6°. Dans le cas de la solution affirmative des questions No. 4 et 5, l'indemnité réclamée doit-elle être fixée à 219*l.* consenties par le Commissaire Français à raison de 10 pour cent sur 2,190*l.*?

Ou doit-elle l'être à 2,236*l.* 10*s.* réclamés par le Commissaire Britannique à raison de 75 pour cent sur le capital de 3,282*l.* 17*s.* 10*d.*= 2,462*l.* 3*s.* 5*d.* que les réclamans ont eux-mêmes réduit à 2,236*l.* 10*s.*?

Ou, enfin, à quelle autre somme entre ces deux chiffres de 2,236*s.* 10*d.* et 219*l.*, l'indemnité doit-elle être fixée?

7°. L'indemnité dûe, dans le cas de la solution négative de la question No. 4, pour intérêt du capital de 3,282*l.* 17*s.* 10*d.* pendant le nombre de jours de *demurrage* du bâtiment, doit-il être imputé au taux de 4 pour cent par an primitivement admis par les réclamans et revendiqué par le Commissaire Francais?

Ou, doit-il l'être au taux de 5 pour cent par an, postérieurement admis par le réclamant, et revendiqué par le Commissaire Britannique?

Décision.

Le montant de l'indemnité à accorder aux réclamans,—indemnité à laquelle le Gouvernement Français seul est tenu par suite des procédés du brick de guerre Français "le Dunois," à l'égard du bâtiment marchand Anglais "Governor Temple" a été fixé ainsi qu'il suit:

1°. Pour sept jours de demurrage, vingt dollars, ou cent et neuf francs, ou quatre livres, six shillings, huit pence sterling *par jour*; et en outre

2°. Pour ces même sept jours seulement, cinq pour cent d'intérêt par an de la somme de trois mille deux cent quatre-vingt-deux livres, dix-sept shillings, dix pence sterling.

I. Par rapport à la réclamation du Sieur Robert Harrison au sujet du navire "Industry,"

Les deux Commissaires sont restés en litige sur les questions suivantes—

L'indemnité pour la perte du premier marché à Londres réclamée à raison de 1350*l.*, doit-elle être allouée, soit au taux de 53*l.* 14*s.*, reven-

diqué par le Commissaire Français? soit au taux de 374*l.* 8*s.*, revendiqué par le Commissaire Britannique? ou à quel autre taux entre ces deux chiffres doit-elle l'être?

Décision.

Le Gouvernement Français est tenu à payer au réclamant la somme de cinquante-trois livres, quatorze shillings, en dédommagement de la perte du premier marché à Londres.

III. Par rapport à la réclamation du Sieur George Clavering Redman, au sujet du navire "Eliza,"

Les deux Commissaires ont posé les questions suivantes—

1°. Quelles marchandises du chargement de "l'Eliza" se trouvaient déjà délivrées aux Maures au moment où le bâtiment a été éloigné de Portendic?

2°. Quelle quantité de gomme était dûe en échange de ces marchandises?

3°. Quelle somme y a-t-il lieu d'allouer dans l'une et l'autre alternative?

Le Commissaire Britannique a été d'avis que le réclamant avait droit à une indemnité de 2,442 livres 5 shillings sterling, tandisque le Commissaire Français ne veut lui allouer comme maximum que la somme de 245 livres 6 shillings sterling, calculée à raison de 10 pour cent de la valeur de la cargaison spéciale de "l'Eliza," et ceci encore dans l'hypothèse de l'interprétation la plus défavorable pour la France des termes de la sentence, sous le double rapport et de la délivrance respective d'une partie de la cargaison, et du chargement de gomme dû en échange de ces marchandises déjà délivrées.

Le surarbitre décide:

Que le Gouvernement Français est tenu à payer au réclamant une indemnité de deux cent quarante-cinq livres six shillings sterling.

IV. Par rapport à la réclamation du Sieur George Clavering Redman au sujet des navires "Matchless" (2e. voyage) et "Prince Oscar,"

Les deux Commissaires sont convenus de s'en rapporter à la décision du surarbitre quant au montant de l'indemnité à allouer, soit sur le pied de 5,746 livres 6 shillings 2 pence sterling, d'après l'opinion du Commissaire Britannique, soit sur le pied de 74 livres 16 shillings 2 pence sterling, d'après l'opinion du Commissaire Français; soit enfin sur tel autre pied et d'après telle autre opinion.

Décision.

Le Gouvernement Français payera au réclamant une indemnité de cinq cent sept livres six shillings six pence sterling.

V. Par rapport à la réclamation des Sieurs Forster et Smith au sujet des navires "Gambia" et "Columbine,"

Les deux Commissaires s'en sont remis au surarbitre du soin de fixer le montant de l'indemnité à allouer, soit sur le pied de 2,175 livres 12 shillings 6 pence, d'après l'opinion du Commissaire Britannique; soit sur le pied de 9 livres 3 shillings seulement pour 43 jours d'intérêt de 1941 livres 10 shillings au taux de 4 pour cent par an, d'après l'opinion du Commissaire Français; soit enfin sur tel autre pied et d'après telle autre opinion.

Décision.

Le Gouvernement Français est tenu à payer aux réclamans une indemnité de sept cent quarante-trois livres, quinze shillings, quatre pence sterling.

VI. Par rapport à la liquidation des intérêts,

Les deux Commissaires sont convenus de s'en rapporter à la décision du surarbitre, quant à la question de savoir si les intérêts des sommes définitivement allouées courront :

Soit à partir du 31 Octobre, 1834, et resp. du 31 Juillet, 1835;

Soit à partir du jour où les sommes à allouer auront été définitivement fixées par la Commission de liquidation où par le surarbitre;

Soit à partir de telle autre date ; et enfin,

Quel sera le taux des intérêts à arbitrer ?

Décision.

Le Gouvernement Français est tenu à payer cinq pour cent d'intérêts annuels des sommes allouées aux réclamans, à dater du jour où le montant de ces sommes aura été fixé, soit par un accord entre les deux Commissaires, soit par une décision surarbitrale, jusqu'à l'acquittement du principal.

Berlin, ce 3 *Octobre,* 1844. (Signé) ROENNE.

(Translation.)

The Undersigned, appointed by His Majesty the King of Prussia, Umpire Commissioner of the Mixed Commission established in this capital by virtue of a joint declaration of the French and British Governments, signed at Paris, November 14, 1842, for the purpose of examining and fixing according to the Award delivered by His Majesty the King of Prussia, November 30, 1843, the claims preferred by several subjects of Her Britannic Majesty, on account of measures taken by the French Government at Portendic, in 1834 and 1835; after having made himself acquainted with the protocols communicated to him, and after a full and conscientious examination of all the assertions contained in them, gives the following decision on the questions addressed to him by the said Commission in its Protocols Nos. 11, 12, 13, 14, 15 and 16, relative to the execution of the second part of the Royal Award, and of the decision of the Umpire which intervened on the 20th of June last.

I. With respect to the claim of Messrs. Forster and Smith, on account of the vessel "Governor Temple."

The two Commissioners were disagreed on the following questions :—

1st. Is the number of days of demurrage of the "Governor Temple," for which the Commission has recognized that indemnity was eventually due from France, to be admitted at twenty-two days, as maintained by the British Commissioner ; or at seven days, as maintained by the French Commissioner ?

2dly. Is this eventual indemnity for demurrage to be fixed at the rate of twenty dollars per day, = 109 francs, or 4*l.* 6*s.* 8*d.*, as claimed by the British Commissioner ?

Or at the rate of 94 francs 50 centimes, = 3*l.* 15*s.* 7*d.* sterling, as proposed by the French Commissioner ?

3dly. Does it appear from the facts established in the debate, that the "Governor Temple" could have made a second voyage ?

4thly. Subsidiarily, and if the second voyage was possible, was the "Governor Temple" hindered from making the said voyage by the proceedings of the "Dunois," and by the acts in general for which France is declared responsible according to the terms of the Award ?

5thly. And, lastly, in this case is the loss of gain, that is to say, are the profits which might have been realized from this second voyage, comprised by the terms of the Award in the losses for which indemnity is due ?

6thly. In the event of a solution in the affirmative of the questions Nos. 4 and 5, ought the indemnity claimed to be fixed at 219*l.*, allowed by the French Commissioner at the rate of 10 per cent. upon 2,190*l.* ?

Or at 2,236*l.* 10*s.*, claimed by the British Commissioner, at the rate of 75

per cent. upon the capital of 3,282*l.* 17*s.* 10*d.*, equivalent to 2,462*l.* 3*s.* 5*d.*, which the claimants themselves have reduced to 2,236*l.* 10*s.*?

Or, lastly, at what other sum between these two amounts of 2,236*l.* 10*s.* and 219*l.* should the indemnity be fixed?

7thly. Ought the indemnity due in the event of a solution in the negative of question No. 4, for interest on the capital of 3,282*l.* 17*s.* 10*d.* during the number of days of demurrage of the vessel, to be computed at 4 per cent. per annum originally charged by the claimants, and insisted upon by the French Commissioner?

Or at the rate of 5 per cent. per annum, subsequently charged by the claimants, and insisted upon by the British Commissioner?

Decision.

The amount of indemnity to be granted to the claimants,—indemnity for which the French Government only is answerable in consequence of the proceedings of the French brig of war the "Dunois" towards the English merchant ship "Governor Temple, is fixed as follows:—

1st. For seven days' demurrage, twenty dollars, or one hundred and nine francs, or four pounds six shillings and eight pence sterling per day; and, further,

2dly. For these seven days only, interest at 5 per cent. per annum upon the sum of three thousand two hundred and eighty-two pounds seventeen shillings and ten pence sterling.

II. As to the claim of Mr. Robert Harrison, on account of the "Industry."

The two Commissioners disagreed upon the following questions:—

Ought the indemnity for the loss of the early London market, claimed at 1,350*l.*, to be allowed, either at 53*l.* 14*s.*, demanded by the French Commissioner? or at 374*l.* 8*s.*, demanded by the British Commissioner? or at what other amount between these two sums?

Decision.

The French Government is bound to pay the claimant the sum of 53*l.* 14*s.*, as compensation for the loss of the early market in London.

III. As to the claim of Mr. George Clavering Redman, on account of the ship "Eliza."

The two Commissioners have put the following questions:—

1. What portion of the goods forming the cargo of the "Eliza" was already delivered to the Moors at the moment when the vessel was sent away from Portendic?

2. What quantity of gum was due in exchange for these goods?

3. What sum ought to be allowed in each of the two alternatives?

The British Commissioner was of opinion that the claimant was entitled to an indemnity of 2,772*l.* 5*s.* sterling, whereas the French Commissioner will only allow him as maximum, 275*l.* 6*s.* sterling, calculated at the rate of 10 per cent. upon the value of the special cargo of the "Eliza," and this, moreover, on the hypothesis of the most unfavourable interpretation for France of the terms of the Award, as regards both the respective delivery of a part of the cargo, and the cargo of gum due in exchange for these goods already delivered.

The Umpire decides:

That the French Government is bound to pay the claimant an indemnity of 245*l.* 6*s.* sterling.

V. As to the claim of Mr. George Clavering Redman, on account of the ships "Matchless" (2nd voyage) and "Prince Oscar."

The two Commissioners agreed to refer to the Umpire's decision with respect to the amount of indemnity to be allowed, either at the rate of 5,746*l.* 6*s.* 2*d.* sterling, according to the opinion of the British Commissioner, or at 74*l.* 16*s.* 2*d.* sterling, according to the opinion of the French Commissioner; or if not, then at what other rate, and according to what other view?

Decision.

The French Government shall pay the claimant an indemnity of 507*l.* 6*s.* 6*d.* sterling.

V. As to the claim of Messrs. Forster and Smith, on account of the ships "Gambia" and "Columbine."

The two Commissioners referred to the Umpire to fix the amount of indemnity to be allowed either at the rate of 2175*l.* 12*s.* 6*d.*, according to the opinion of the British Commissioner; or at the rate of 9*l.* 3*s.* only for forty-three days' interest upon 1,941*l.* 10*s.* at 4 per cent. per annum, according to the opinion of the French Commissioner; or if not, then at what other rate, and according to what other opinion?

Decision.

The French Government is bound to pay the claimants an indemnity of 743*l.* 15*s.* 4*d.* sterling.

VI. With respect to the Liquidation of the Interest.

The two Commissioners agreed to refer to the decision of the Umpire, as to whether the interest of the sums definitively awarded shall run,

Either from October 31, 1834, and respectively from July 31, 1835;

Or from the day when the sums to be allowed shall be definitively fixed by the Commission of Liquidation, or by the Umpire;

Or from what other date; and lastly,

What shall be the rate of the interest to be awarded?

Decision.

The French Government is bound to pay interest at 5 per cent. per annum upon the sums awarded to the claimants, to date from the day when the amount of these sums shall have been fixed, either by agreement between the two Commissioners, or by a decision of the Umpire, until the payment of the principal.

(Signed) ROENNE.

Berlin, October 3, 1844.

Correspondence between the Claimants and the Foreign Office, subsequent to the acceptance by the King of Prussia of the office of Arbiter.

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No. 1.

Messrs. Redman, Forster and Smith, and Harrison, to the Earl of Aberdeen.

My Lord, 48, *Lime Street, January* 23, 1843.

WE address your Lordship under feelings of great disappointment on learning that the Portendic Papers intended to be submitted to the King of Prussia are not yet ready on the part of the British Government, although so long a time has elapsed since His Majesty officially accepted the appointment of Referee. We have ascertained that the French papers were sent from Paris to Berlin about four weeks ago.

This was unexpected on our part, after the eight years' delay we have already endured, and is calculated to produce an impression unfavourable to our interests on the results of the arbitration.

We were told that the papers were in course of preparation many months back; at all events there was ample time to prepare them before the official announcement was received from Berlin of the King of Prussia's consent to act as Arbiter, which was fully anticipated.

We trust to receive an early intimation from your Lordship, that the papers have been transmitted to Berlin; and we likewise venture to express our anxious hope that upon the claims being admitted in principle by the King of Prussia, no delay may take place in the appointment of the English member of the Committee of Liquidation.

We have, &c.,

(Signed) GEO. C. REDMAN.
FORSTER & SMITH.
ROBERT HARRISON.

No. 2.

Mr. Addington to Messrs. Redman, Forster and Smith, and Harrison.

Gentlemen, *Foreign Office, January* 27, 1843.

I AM directed by the Earl of Aberdeen to acknowledge the receipt of your letter of the 23rd instant, in which you express your disappointment on learning that the Portendic Papers intended to be submitted to the King of Prussia were not yet ready to be laid before His Majesty on the part of the British Government; and state that you had ascertained that the French papers were sent from Paris to Berlin about four weeks ago.

I am to express to you in reply, Lord Aberdeen's great regret that any circumstance should have occurred to delay the transmission of the papers in question to Berlin.

His Lordship had, in fact, not been made aware that the French papers had been already sent to Berlin. He had, on the contrary, reason to believe that they would not be sent in at so early a period.

His Lordship would otherwise have given pressing orders to expedite the printing of these papers at this office, even though the printing of the vast mass of other public documents required to be prepared prior to the meeting of Parliament had been thereby somewhat retarded.

The printing of the Portendic Papers was expressly ordered by Lord Aberdeen with a view to place the subject before the Arbiter in the most convenient shape. They have now been some time in the printer's hands, and will be shortly ready for transmission to Berlin.

In the meantime, as the British and French papers will be laid simultaneously before the Arbiter, Lord Aberdeen confidently trusts that no injury will result to your cause from the prior arrival of the French papers at Berlin.

In again giving you this explanation on the causes of the delay, which had been already made known to you verbally, I am further directed by Lord Aberdeen, with reference to your complaint, to repeat to you the anxiety with which his Lordship, from the moment of his assumption of the seals of this office, has endeavoured to promote the success of your cause.

I am, &c.,

(Signed) H. U. ADDINGTON.

No. 3.

Messrs. Redman, Forster and Smith, and Harrison, to Mr. Addington.

Sir, *Lime Street, February* 2, 1843.

WE have the honour to acknowledge the receipt of your letter of 27th ult., conveying to us by direction of the Earl of Aberdeen, an explanation of the circumstances under which the delay had occurred in the transmission of the Portendic Papers to Berlin, of which in our communication of the 23rd ult., we had felt it our duty to complain, and assuring us of "the anxiety with which his Lordship from the moment of his assumption of the seals of office, has endeavoured to promote the success of our cause."

For that explanation, and for the assurance by which it is accompanied, we beg leave in reply to tender to Lord Aberdeen the expression of our very sincere and grateful thanks. We are profoundly sensible of the extent of our obligation to his Lordship, for the considerate attention he has given to the subject of our claims, and to the numerous applications with which we have felt compelled reluctantly to trouble him.

For the unvarying courtesy we have received at the hands of every individual in the Foreign Office, with whom throughout the whole course of this painful business, we have been brought into communication, we feel the deepest gratitude; and we desire to avail ourselves of this opportunity of saying, that it would occasion us extreme regret if any apparent importunity, the result of anxiety naturally consequent on the unparalleled protraction of the settlement of a question in which we have such deep personal interest, should at any time have given rise to inferences at variance with these sentiments.

By private but certain information from Paris, we have learned with considerable surprise, that among the papers transmitted by the French Government to Berlin, are some documents which have neither been brought under the notice of Her Majesty's Government, nor been submitted to the examination of the British Commissioners. We were under the impression that no new matter was to be placed before His Majesty the King of Prussia, by either party, and our experience of the faithlessness of the French Authorities, renders us naturally jealous of every such manifestation of a disposition to evade the terms of the Convention; but relying on Lord Aberdeen's determination to insist on its just fulfilment, and on his care that all unworthy artifice shall be discountenanced, we content ourselves with the simple communication of the fact, leaving any protection which our interests may require from its consequences, with perfect confidence, to the judgment and discretion of his Lordship.

It would be highly satisfactory to us if we could be permitted to be furnished, confidentially, with copies of the papers constituting the case about to be submitted to the King of Prussia; but should it be considered that this favour cannot, with propriety, be accorded to us, we hope to be excused from having made the request, and would venture to solicit the permission of Lord Aberdeen, to peruse the documents at the Foreign Office, before they are finally dispatched to Berlin.

We have, &c.,
(Signed) GEO. C. REDMAN.
FORSTER & SMITH.
ROBERT HARRISON.

No. 4.

Mr. Addington to Messrs. Redman, Forster and Smith, and Harrison.

Gentlemen, *Foreign Office, February* 13, 1843.

WITH reference to your letter to the Earl of Aberdeen, dated the 23rd ultimo, and to the answer which, by the direction of his Lordship, I made on the 27th ultimo to that letter, I am now directed by Lord Aberdeen to inform you that, by a despatch which his Lordship has this day received from Mr. Bulwer, dated Paris, 10th of February, he is assured that, although some papers bearing on the Portendic claims were forwarded to the French Minister at Berlin some weeks since, the official documents relative to that question, which, according to the agreement between the Governments of Great Britain and France, are to be laid before the King of Prussia, as Arbiter, have not yet been transmitted to Berlin by the French Government.

I am, &c.,
(Signed) H. U. ADDINGTON.

No. 5.

Mr. Harrison to the Earl of Aberdeen.

My Lord, *Philpot Lane, March* 23, 1843.

ON the 27th of January a letter was addressed by Mr. Addington to the Portendic claimants, expressing your Lordship's regret that any circumstances should have occurred to delay the preparation of the papers intended to be laid before the King of Prussia, on the part of the British Government, and intimating that they would be ready shortly.

Two months have since elapsed during which period a further communication announcing their completion has been expected with the utmost anxiety, and I cannot adequately convey to your Lordship the disappointed feelings with which I learn that they are not yet ready for transmission.

I have likewise learned, with equal mortification, but less surprise, that the delay of the English papers is taken advantage of at Paris, to postpone the preparation of the French case, which was not included, as was imagined, in the papers sent to Berlin in the month of December.

It is, therefore, hardly to be calculated what may be the extent of injury to the claimants, resulting directly and remotely from the great length of time consumed in preparing the English papers; and knowing, as I do, the anxiety your Lordship has to promote the success of the claimants, I cannot but ascribe this procrastination to some circumstances beyond your Lordship's control. The King of Prussia's official acceptance of the office of arbitrator was received here in the month of December.

I hope, however, that many more days will not elapse before the English papers are transmitted to Berlin, previous to which, I am well aware that your Lordship's utmost exertions to procure the despatch from Paris of the French papers would be fruitless.

I have, &c.,
(Signed) ROBERT HARRISON.

No. 6.

Mr. Addington to Mr. Harrison.

Sir, *Foreign Office, March* 25, 1843.

I AM directed by the Earl of Aberdeen to acknowledge the receipt of your letter of the 23rd inst., in which you express your disappointment that the papers respecting the Portendic Claims, which you expected would have been ready some time since, have not yet been sent to Berlin.

I am directed to state to you, that the delay which has arisen in this matter has been partly owing to the heavy press of parliamentary business which always at this season weighs severely on this office; but more especially to the desire which Lord Aberdeen has felt, to prepare the case in such a manner as should enable his Lordship to place it before the Arbiter in the most complete and advantageous shape for the claimants.

With this object, the whole of the papers, when already printed, were sent to Mr. Bulwer, who, as the person most capable by his talents and knowledge of the subject, was instructed to prepare the case for being laid before the Arbiter.

This process naturally required some time, as alterations and amendments were found necessary in the disposition of the papers.

They were returned a short time since, and no time will be lost in putting the whole case finally in order, and transmitting it to Berlin.

I am, &c.,

(Signed) H. U. ADDINGTON.

No. 7.

Messrs. Forster and Smith and Harrison to the Earl of Aberdeen.

My Lord, *London, March* 28, 1843.

IT has been communicated to us from Paris, by those who profess to be acquainted with the fact, that the convention for referring the Portendic Claims to the arbitration of the King of Prussia, is so worded, that it may and will be argued on the part of France, that "compensation must be restricted to any real injury inflicted upon the claimants in consequence of the measures and circumstances which preceded, accompanied, or followed the establishment and notification of the blockade of the Coast of Portendic in the years 1834 and 1835, whilst they were pursuing on the said coast a regular and lawful trade." And also, that the Arbiter's award cannot comprehend the claims recognised and insisted upon by the British Government as equally just and unanswerable in principle, for the loss of profits consequent upon the forcible stoppage of the trade throughout the entire season of 1835.

Although we are not made parties to the reference, we nevertheless think it right, respectfully to lay this statement immediately before your Lordship, in order that if the convention should afford an opening for a line of argument at variance with the principles upon which the claims have been made by the sufferers, and defended by Her Majesty's Government throughout the negotiations, your Lordship may be prepared to meet it.

We have, &c.,

(Signed) FORSTER & SMITH.
ROBERT HARRISON.

No. 8.

Mr. Addington to Messrs. Forster and Smith, and Harrison.

Gentlemen, *Foreign Office, April* 1, 1843.

I AM directed by the Earl of Aberdeen to acknowledge the receipt of your letter of the 28th ultimo, in which you mention a report which you had received from Paris of the line of argument which is likely to be pursued on the part of France, with reference to the Portendic Claims, with a view to restrict the sphere of the Arbiter in deciding on the amount of compensation due on those claims.

I am to state to you, in reply, that Lord Aberdeen is of opinion that it is open to both parties to the arbitration, whether French or British, to state their case to the Arbiter in whatever manner, and to support it by whatever line of argument they may think proper. They are not bound to communicate their respective statements to each other prior to submitting them to the Arbiter. Consequently, it is not possible that either party should meet or control the arguments of the other, before the statements are placed in the Arbiter's hands. It will be for the Arbiter to decide which of the two statements is most correct in fact and in principle, and to give his award accordingly; and by that award both Governments have bound themselves by a solemn agreement to abide implicitly.

I am, &c.,

(Signed) H. U. ADDINGTON.

No. 9.

Mr. Addington to Messrs. Redman, Forster and Smith, and Harrison.

Gentlemen, *Foreign Office, April* 1, 1843.

WITH reference to the concluding paragraph of your letter of the 2nd of February, in which you express a wish to be furnished confidentially with copies of the papers constituting the Portendic case about to be submitted to the King of Prussia, or in case that request could not with propriety be granted, that you might be permitted to peruse the documents at the Foreign Office, before they are finally dispatched to Berlin; I am directed by the Earl of Aberdeen to inform you, that he cannot, consistently with the rules and practice of this office, accede to the former of those requests; but his Lordship will be happy to grant you, confidentially, a perusal of all the papers prepared for the Arbiter, if you can make it convenient to call at this office on Monday next, the 3rd of April, at four o'clock in the afternoon.* I am, &c.,

(Signed) H. U. ADDINGTON.

No. 10.

Messrs. Harrison and Forster and Smith to the Earl of Aberdeen.

My Lord, *London, February* 8, 1844.

WE beg leave to acquaint your Lordship that Mr. Redman is waiting at Berlin, in daily expectation of the Commissioners meeting there to carry out the Award of the King of Prussia in respect to the Portendic Claims; and as his detention is extremely inconvenient to him, besides being expensive, we take the liberty very respectfully to solicit your Lordship's influence to hasten a conclusion of this long-pending business.

We have, &c.,

(Signed) ROBERT HARRISON.
FORSTER & SMITH.

Mr. Forster understands Mr. Ward is waiting the appointment of the French Commissioner, whom France will probably be in no hurry to nominate, unless urged to it.—M. F.

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* Mr. Harrison attended on behalf of himself and the other claimants, at the Foreign Office, at the time appointed; and the printed papers, as prepared for the Arbiter, were placed in his hands for his perusal.

No. 11.

Mr. Addington to Messrs. Harrison and Forster and Smith.

Gentlemen, *Foreign Office, February* 17, 1844.

I AM directed by the Earl of Aberdeen to acquaint you, in reply to your letter of the 8th instant, that his Lordship has instructed Her Majesty's Ambassador at Paris to make a communication to the French Government, with a view to hasten the appointment of the Commission for carrying into effect the Award of the King of Prussia upon the Portendic Claims.

I am, &c.,
(Signed) H. U. ADDINGTON.

No. 12.

Mr. Addington to Mr. Harrison.

MR. ADDINGTON presents his compliments to Mr. Harrison, and in compliance with the verbal request made by Mr. Harrison yesterday, has obtained permission from the Earl of Aberdeen to transmit to him herewith, for the information of the parties interested, an extract of a despatch recently received from Mr. Ward, the British Commissioner at Berlin, dated the 25th ultimo, showing the progress of the arbitration on the Portendic Claims up to that time.

Foreign Office, July 5, 1844.

Inclosure in No. 12.

Mr. Ward to the Earl of Aberdeen.

(Extract.) *Berlin, June* 25, 1844.

I AM now enabled to report to your Lordship the result of the first reference made by the Commissioners of the Portendic Claims to the Prussian Umpire, M. de Roenne, whose appointment was notified in my despatch of the 7th May last.

At the outset of the proceedings, the Commissioners found that their duties divided themselves into two parts, viz.,—

1st. To determine which of the claims presented were admissible to indemnity, according to the terms of the Royal Award;

2nd. To fix the amount of indemnity due to each admissible claim.

The claims presented, and with which we have had to deal, are the following:—

	Ship.	Sum claimed. £	s.	d.	Claimant.
No. 1.	"Governor Temple"	2,538	3	4	Forster and Smith.
2.	"Industry"	1,535	0	0	R. Harrison.
3.	"Matchless," (first voyage)	1,509	19	7	G. C. Redman.
4.	"Eliza"	5,743	9	1	Do.
5.	"Meta"	16,040	3	7	Do.
6.	"Meta"	18,899	3	10	Do.
7.	"Marmion"				
8.	"Matchless," (second voyage)				
9.	"Prince Oscar"				
10.	"Gambia," and "Columbine"	12,974	19	7	Forster and Smith.
11.	"Chance," &c.	9,800	0	0	R. Harrison.
12.	"Columbine" and "Marmion"	6,500	4	9	Forster and Smith. G. C. Redman. R. Harrison.
	Total	75,541	3	9	

together with the interest thereon up to the date of payment.

Of the above claims, the following were specifically named for indemnity by the Royal Award, viz. :—

No. 1. "Governor Temple."
2. "Industry."
4. "Eliza."

The following were not named in the Royal Award, but have been declared admissible to indemnity by the decision of the Umpire, viz. :—

No. 8. "Matchless," (second voyage).
9. "Prince Oscar."
10. "Gambia" and "Columbine."

The following are excluded by the agreement of the French Commissioner and myself, being clearly inadmissible, viz. :—

No. 11. "Chance," &c., in part £9,000.
12. "Columbine" and "Marmion."

and the remaining claims are excluded by the decision of the Umpire, viz. :—

No. 3. "Matchless," (first voyage.)
5. } "Meta."
6. }
7. "Marmion."
11. "Chance," &c., (as to £800, remainder of the £9,800.)

The Commission is now occupied with the second branch of its functions, namely, the determination of the amount due upon the admitted claims in respect of the ships—

"Governor Temple,"
"Industry,"
"Eliza,"
"Matchless," (second voyage).
"Prince Oscar,"
"Gambia," and
"Columbine."

In these accounts there are large items objected to, which I cannot forego without an appeal to the Umpire, and which will be submitted to him accordingly. But it happens that within the last few days, M. de Roenne has been appointed President of the newly-constituted Board of Trade for the Prussian dominions, and in consequence of the pressure of the new and important duties thus imposed upon him, it is uncertain how soon it may be possible to obtain his decision upon the remaining questions, so as to enable us to make the final liquidation. I hope, however, that in the course of the next eight or ten weeks we may be able to bring the business to a conclusion.

With respect to the allowance for the claim No. 10 ("Gambia" and "Columbia,") the decision of the Umpire has made it necessary to obtain from Messrs. R. and B. Brown and Co., merchants in London, a certificate of the precise date of the purchase of certain cotton-bafts. We have therefore addressed a communication to Messrs. Brown, requesting them to furnish this certificate, verified by the Consul-General of France in London, which the French Commissioner has consented to admit as sufficient evidence.

No. 13.

Mr. Addington to Messrs. Harrison, Forster and Smith, and Redman.

Gentlemen, *Foreign Office, November* 16, 1844.

I AM directed by the Earl of Aberdeen to communicate to you the inclosed copy of a memorandum drawn up by Mr. Ward, the British Commissioner, recording the result of the proceedings of the Mixed Commission which has been sitting at Berlin for the final settlement, under the Award of His Majesty the King of Prussia, of the Portendic Claims.

I am, &c.,
(Signed) H. U. ADDINGTON.

Inclosure in No. 13.

Result of the Final Liquidation of the Portendic Claims, according to the Decision of M. von Roenne, the Umpire appointed by the King of Prussia.

THE claimants are already aware that by a preliminary decision of the Commission, the list of admissible claims was reduced to the following, viz. :—

Ship "Governor Temple,"
"Industry,"
"Eliza,"
"Matchless," (second voyage,) and
"Prince Oscar,"
"Gambia," and "Columbine."

After this list had been thus settled, the Commissioners proceeded to the second branch of their duties, viz., the determination of the amount to be allowed upon each admissible claim; but the British and French Commissioners having differed in every instance, the amount of each claim was ultimately referred to the decision of the Umpire.

The sums allowed are as follows :—

Ship "Governor Temple."

	£	*s.*	*d.*
For seven days' demurrage, at 4*l.* 6*s.* 8*d.* per diem	30	6	8
Interest at 5 per cent., for seven days on the sum of 3,282*l.* 17*s.* 10*d.*, being the capital embarked in the first voyage	3	3	0
	£33	9	8

The British Commissioner was of opinion that the loss of a second voyage was sufficiently established, and he claimed for this loss the sum of 2236*l.* 10*s.*, but the Umpire considered the second voyage inadmissible, because in his view, the detention was for seven days only, viz., from the 9th to the 16th of July, 1834. The ship was detained on the 9th of July, and released by the "Dunois" at St. Louis on the 13th, when (according to the view of the Umpire) the ship was at liberty to have returned to Portendic; and France was not responsible for the time incurred by the *voluntary* return of the ship to Bathurst. The British Commissioner relied upon the evidence as showing that the return to Bathurst was *compulsory*, and consequently that the detention was for 22 days; but the Umpire did not consider the evidence as warranting this conclusion. The claim for the second voyage was therefore excluded by him.

The Commissioners had no power under the Royal Award, to allow any indemnity for the personal offence against Mr. Pellegrin, because it did not appear that he had sustained any loss.

Ship "Industry."

	£	*s.*	*d.*
Indemnity for loss of early market	53	14	0
Ten days' demurrage, at 2*l.* 3*s.* 4*d.* per diem	21	13	4
Ten days' demurrage of the "Elizabeth," at 4*l.* 6*s.* 8*d.* per diem	43	6	8
Loss of boat	9	0	0
Amount of Allowance	127	14	0

In this case, the detention was for ten days only, and the claim being principally for loss of market, the Umpire considered 53*l.* 14*s.* sufficient, as expressing the difference of 1*l.* per ton upon 53 tons 14 cwt. of gum, between the average London prices of September and October respectively. The British Commissioner had proposed a larger sum, but not to the extent demanded by the claimant.

Mr. Hughes not having sustained any loss, was not entitled to any personal indemnity.

Ship "Eliza."

The indemnity allowed is 245*l.* 6*s.* being 10 per cent. upon the value of the whole of the cargo destined for the Portendic market. It has been fixed

according to the terms of the Award, with reference to the quantity of goods actually delivered to the Moors. The Umpire considered that the quantity delivered did not exceed the goods required for presents and customs, being 10 per cent. upon the special cargo. The British Commissioner claimed a larger sum upon the basis of the contract made with the Moors, but the Umpire did not adopt this view.

Ships "Matchless" and "Prince Oscar."

By the previous decision these ships were declared admissible to indemnity, limited, however, to the amount of loss actually sustained before the sailing of the ships from Portsmouth, when the fact of the blockade was known to the claimant. The British Commissioner proposed 5,746*l.* 6*s.* 2*d.*, the due proportion of loss; and the French Commissioner proposed 74*l.* 16*s.* 2*d.* The Umpire has fixed 507*l.* 6*s.* 6*d.* as the proportion of loss incurred before the sailing of the ships, the rest being inadmissible according to the previous decision.

Ships "Gambia" and "Columbine."

This claim, which stood originally at 12,974*l.* 19*s.* 7*d.*, was reduced by the previous decision of the Umpire to an indemnity for the portion of the bafts purchased after the date when the notification of the order for blockade ought to have been made by France, viz., 12th of December, 1834. The British Commissioner proposed an allowance of 2,175*l.* 12*s.* 6*d.* in respect of 2,820 bafts; the French Commissioner 9*l.* 3*s.*—being the mere interest of capital employed. The Umpire has awarded the sum of 743*l.* 15*s.* 4*d.*

The amount of the allowance is therefore—

	£	*s.*	*d.*
"Governor Temple"	33	9	8
"Industry"	127	14	0
"Eliza"	245	6	0
"Matchless" and "Prince Oscar"	507	6	6
"Gambia" and "Columbine"	743	15	4
	£1,657	11	6

The allowance of interest was also a subject of difference between the Commissioners, the British Commissioner having claimed it at 5 per cent. from the date when the money would have been realised in the ordinary course of trade, and the French Commissioner allowing only 3 per cent. from the date of liquidation. The Umpire has allowed 5 per cent from the date of liquidation, considering that the indemnity could not be a debt due from France until the ascertainment of the amount, either by the agreement of the Commissioners or the decision of the Umpire.

The claims made for expenses did not fall within the terms of the Royal Award.

With reference to those ships which were altogether excluded, as not falling within the terms of the Royal Award, one of them (the "Matchless," first voyage) was a case before the blockade, and not being named for indemnity in the Award, the Umpire held it to be the intention of His Majesty to exclude that ship. The others, namely, the "Meta," "Marmion," "Chance," and "Columbine" and Marmion," were excluded on the general grounds that the Royal Award gives no compensation for losses arising merely out of the fact of the blockade, or to parties who made their investments with the knowledge that the blockade was established.

No. 14.

Mr. Harrison to Mr. Addington.—(Received November 19.)

Sir, *Philpot Lane, November 18, 1844.*

I BEG leave to acknowledge the receipt of your letter of the 16th instant, communicating to the Portendic claimants, by direction of the Earl of Aberdeen, the result of the Mixed Commission which has been sitting at Berlin.

Mr. Forster and I are most anxious to confer personally with the Earl of Aberdeen on this business; and I therefore take the liberty of soliciting the favour of you to procure for us the honour of an interview with his Lordship.

I am, &c.,

(Signed) ROBERT HARRISON.

No. 15.

Mr. Addington to Mr. Harrison.

MR. ADDINGTON presents his compliments to Mr. Harrison, and in reply to his letter of the 18th instant, is directed by Lord Aberdeen to say, that his Lordship will be happy to see Mr. Harrison and Mr. Forster at the Foreign Office on Saturday, the 23rd instant, at 3 o'clock.

Foreign Office, November 20, 1844.

No. 16.

Messrs. Oliverson, Denby, and Laire, to the Earl of Aberdeen.—(Received March 10.)

My Lord, *Frederick Place, March 8, 1845.*

WE have been directed to apprize your Lordship as Minister for Foreign Affairs, that George Clavering Redman, Esquire, has assigned to Matthew Forster, Esquire, M.P., and Robert Harrison, Esquire, all and every sums and sum of money, compensation, indemnity, or other allowance, or part or share of such monies, compensation, indemnity, or allowance, to which he, Mr. Redman, now is or shall be entitled in respect of his claims for the seizure by the French of certain vessels and cargoes belonging to him, and for the interruption by the French, of the trade in which he was engaged with Portendic, on the west coast of Africa.

We give your Lordship this notice with no other object than to protect the rights of Mr. Forster and Mr. Harrison; and we have to request that your Lordship will have the goodness to direct a proper record to be made in the Foreign Office, of this notice having been given, and when the sums awarded for the Portendic Claims are in course of payment, an irrevocable power of attorney from Mr. Redman in favour of Mr. Forster and Mr. Harrison, will be produced, under which they are authorized to receive whatever sum shall be payable to Mr. Redman.

We are, &c.,

(Signed) OLIVERSON, DENBY, & LAIRE.

No. 17.

Memorial from Messrs. Redman, Forster and Smith, and Harrison.—(Received at the Foreign Office, from Sir Robert Peel, April 12, 1845.)

To the Right Honourable Sir Robert Peel, Baronet, and the Lords Commissioners of Her Majesty's Treasury.

The Memorial of the Undersigned, George Clavering Redman, Forster and Smith, and Robert Harrison, claimants in the matter of Portendic,

HUMBLY SHEWETH:

1. That in the years 1834 and 1835, the lawful trade in gum, in which your memorialists were engaged with the Moors at Portendic, on the western coast of Africa, was forcibly interrupted, and finally prevented, by the unjustifiable interference of French ships of war acting under the authority of the Governor of the Senegal.

2. That, owing to such interruption, serious direct losses were sustained by your memorialists, and further indirect but positive injury was inflicted on them by the subsequent entire loss to them of the African gum trade, in which they had been profitably engaged, and had large capital invested, but which from the consequences of that interruption, they were unable to resume.

3. That the entire trade being now transferred to France, the supply of the important article of Gum Senegal, for the use of British manufactures, is necessarily obtained through French markets, and at an increased cost, and with detriment to British exports, peculiar to the former traffic with the Moors.

4. That the molestations of the traffic in 1834 are admitted to have been unwarranted; and that those in 1835 took place under the plea of the French authorities having established a blockade at Portendic—a blockade, the total illegality of which the British Government have constantly insisted upon, as is shown in various documents, but particularly in a note of the British Commissioners who in 1840 had been appointed to negotiate with France, dated 4th October, 1841.

5. That your memorialists, apprehending such blockade and its consequences, intimated their fears to the British Government, and received in reply, through one of Her Majesty's Secretaries of State, the most positive assurances, both verbal and written, of protection.

6. That the written assurance to which your memorialists refer, is dated 12th November, 1834.

7. *That, in reliance on such assurance, your memorialists continued the operations for their trade, and purchased and dispatched vessels and goods.*

8. That, on being driven from the trade by the illegal proceedings stated, your memorialists applied to Her Majesty's Government for redress, and that the question of the legality of the blockade, together with the whole question of the conduct of the French authorities, was then brought under consideration.

9. That, on reference of the case by Her Majesty's Government to the law officers of the Crown, the latter unequivocally pronounced the blockade to be contrary both to the law of nations and the faith of treaties.

10. That, in order to enable the British Government to make the necessary demand on France, your memorialists were required to send in their accounts, which they did accordingly; and the same being then referred to the King's Advocate, *were approved of by him in principle.*

11. That, in the year 1840, Commissioners were appointed by France and England for the settlement of the questions at issue, when your memorialists, apprehensive lest their interests should be compromised by proceedings, which could not fail to be influenced in some degree by political considerations, urgently remonstrated against the principle of their claims, which had already been so solemnly admitted by the highest authorities, being allowed in any manner to be brought into question before a secondary tribunal, composed half of foreigners; in reply to which remonstrance they received the most confident assurances, that *their interests would not be prejudiced by any proceedings on*

the part of the Commissioners, who would act for Government and on the responsibility of Government, and not as agents of the claimants.

12. That the accounts, as thus made out, were verified by one of the British Commissioners, after investigation of your memorialists' books and papers.

13. That pending the negotiations on the subject between the two countries, your memorialists, to whom the delay alone was ruinous, repeatedly postponed, at the strong desire of the Government, submitting formally the extreme hardship of their case to the consideration of Parliament, and when they were at length compelled to do so, universal testimony was borne to the justice of the principle of their claims, and universal sympathy expressed for the hardship of their position.

14. That, from political and other causes, the decision of the question was protracted, to the further injury of your memorialists, until 1842, when it was agreed between the British and French Governments to refer it to the arbitrament of the King of Prussia, which was done accordingly on a case to which your memorialists were no parties; and information concerning which was repeatedly refused them on the *express ground that the question was one entirely between the two Governments.*

15. That, after much further delay, the adjudication of the King of Prussia was given in December, 1843, and the proceedings of the Commission consequent thereon finally closed in October, 1844, when a sum merely nominal was awarded to be paid by France to England; as the reference being restrictive, the adjudication proved to be limited to the mere question of formality in notifying the blockade, and did not comprehend the maritime or treaty right of either nation.

From a consideration of the foregoing facts, corroborated as they are by a mass of documentary evidence, and by auxiliary details, your memorialists earnestly but respectfully submit :—

That, being no parties to the reference to the King of Prussia, as is shown by their letter to the Earl of Aberdeen dated 28th March, 1843, they are not bound by any decision given under that reference.

That an adequate compensation for the losses they sustained in 1834 and 1835 ought, therefore, in justice to be now paid by the British Government to your memorialists, whose injury has been so grievously aggravated by the further loss of their trade, and by the ten years' subsequent delay, without reference to the amount recovered by England from France.

That from the British Government having, by its assurances, induced your memorialists to persevere in the trade, the molestation of which by France has exposed them to such serious loss; from the highest legal authorities having pronounced opinions which would have justified the Government in seeking reparation by reprisals for the wrong inflicted on your memorialists as British subjects; from the belief that enlarged views of State policy have wisely prevented the adoption of that extreme course, and led to the more moderate one which, notwithstanding the unsatisfactory manner in which it has terminated, is not, on national grounds, the less to be applauded; and from the consideration that the entire case includes the whole question of the national protection of its foreign commerce; it is evident, that any loss resulting from prudent political forbearance ought in justice to be sustained by the State, for whose advantage the forbearance has been exercised, and should not be thrown on your memorialists as individual subjects of that State.

Your memorialists feel the more warranted in giving expression to these their sentiments, as the same are fully concurred in by numerous members of the great commercial body of London, many of whom at a meeting held at the Hall of Commerce in Threadneedle Street, on Monday the 3rd of March, instant, unanimously adopted resolutions, founded on the facts hereinbefore set forth, in which they recognized the validity of the principles upon which your memorialists urge their claims to compensation, expressed their sympathy in the losses and injuries of your memorialists, and recorded their deliberate conviction that, under all the circumstances, it is essential to the maintenance of the confidence of merchants in the general fairness and good faith of the Government, and in its disposition to protect the national commerce from injury, *and those who are engaged in it from a sacrifice of their individual interests to considerations of political expediency beyond their control, that a liberal indemnity should be granted*

for the severe losses to which your memorialists have, from public proceedings, been subjected.

In accordance with these sentiments the meeting finally adopted a resolution, recommending that a Memorial embodying the facts and conclusions hereinbefore set forth, should be prepared by the claimants for presentation to the Lords Commissioners of Her Majesty's Treasury, and that George Lyall, Esquire, M. P.; William Cotton, Esquire; William Thompson, Esquire, Alderman, M. P.; and Joseph Somes, Esquire, M. P.; with such other gentlemen as they might select, should be requested on the part of the meeting to take charge of such Memorial, and place it in the hands of the Right Honourable Sir Robert Peel, Baronet.

In pursuance of this recommendation, your memorialists have prepared the present document, which they respectfully submit, earnestly trusting that the prayer they urge for indemnity may be favourably considered by your Lordships.

And your memorialists, as in duty bound, will ever pray.

London, March 10, 1845.

(Signed) GEORGE CLAVERING REDMAN.
FORSTER & SMITH.
ROBERT HARRISON.

No. 18.

Mr. Harrison to the Earl of Aberdeen.—(*Received April* 18.)

My Lord, *Philpot Lane, April* 17, 1845.

I TAKE the liberty of handing to your Lordship, annexed hereto, copy of a letter from Mr. Addington, dated 1st April, 1843, which proves the accuracy of the assertion I made at the conference to-day, that the claimants did not obtain permission to peruse the papers constituting the Portendic case until the eve of their despatch to Berlin, although application had been made for such permission two months previously.

I am naturally anxious to remove from your Lordship's mind any unfavourable impression that may have been made by Mr. Addington's positive contradiction of my assertion.

I have, &c.,
(Signed) ROBERT HARRISON.

Inclosure in No. 18.

Mr. Addington to Messrs. Redman, Forster and Smith, and Harrison.

[See No. 9, page 411.]

No. 19.

Messrs. Redman, Forster and Smith, and Harrison, to the Earl of Aberdeen.—(*Received April* 19.)

My Lord, 48, *Lime Street, April* 18, 1845.

YOUR Lordship having been pleased yesterday to promise that we should be furnished with a copy of the case submitted to His Majesty the King of Prussia, on the subject of the Portendic claims, we have now respectfully to request that your Lordship will do us the favour to direct that such copy may be forwarded to us with as little delay as possible.

We have, &c.,
(Signed) GEORGE C. REDMAN.
FORSTER & SMITH.
ROBERT HARRISON.

No. 20.

Mr. Addington to Messrs. Redman, Forster and Smith, and Harrison.

Gentlemen, *Foreign Office, April* 22, 1845.

IN compliance with the request contained in your letter to the Earl of Aberdeen, dated the 18th instant, and received on the 19th, I transmit to you herewith, by his Lordship's directions, a copy of the papers constituting the case submitted to His Majesty the King of Prussia, on the subject of the Portendic claims.

You will of course understand that these Papers are communicated to you for the information and use of the parties concerned, but not for publication, unless they shall have been submitted to Parliament.

I am, &c.,

(Signed) H. U. ADDINGTON.

No. 21.

Mr. Addington to Messrs. Redman, Forster and Smith, and Harrison.

Gentlemen, *Foreign Office, April* 22, 1845.

I AM directed by the Earl of Aberdeen to make known to you the decision of Her Majesty's Government upon the memorial dated the 10th of March last, which you addressed to the Lords Commissioners of Her Majesty's Treasury, and which was communicated to Lord Aberdeen by Sir Robert Peel, praying that a liberal indemnity may be granted to you for losses alleged to have been sustained in consequence of the proceedings adopted by Her Majesty's Government in reference to the interruption by the French authorities, of the trade at Portendic, in the years 1834 and 1835. The answer to your memorial has been postponed on account of the interviews which, at your request, you have since had with Sir Robert Peel and with the Earl of Aberdeen, who have been anxious to hear all that you were desirous of advancing in support of the claims which you have preferred.

Her Majesty's Government having given to your memorial their most careful consideration, and having examined the various allegations made by you, do not find that you have established any grounds whatever for claiming to be indemnified in this matter at the public expense. The indemnity to which you are entitled according to the amount recently fixed by the Mixed Commission of Liquidation at Berlin, in pursuance of the Award of the King of Prussia, and which the Government of France are bound by the terms of their agreement to pay, is that alone which Her Majesty's Government can be required to secure to you.

You state, in your memorial, that in the years 1834 and 1835, the lawful trade in gum in which you were engaged with the Moors at Portendic, was forcibly interrupted and finally prevented by French ships of war, whereby you incurred serious direct losses, and also as you allege, further indirect injury, in consequence of your having been unable to resume the trade, which is stated by you to have been transferred to France; and for those losses and injuries, you now claim compensation at the hands of Her Majesty's Government.

Her Majesty's Government could not receive without some surprise a claim of this nature, founded upon the occurrences of 1834 and 1835, because you must be well aware that in November, 1842, *the whole* of the claims of the British subjects arising out of those occurrences were formally referred to the decision of the King of Prussia, who was requested to pronounce, as arbitrator, whether any, and which, of the claimants was entitled to compensation. His Prussian Majesty has accordingly taken into consideration *the whole* of your claims, and has made his award upon them. And in pursuance of that award the amount of each admissible claim has subsequently been fixed at Berlin by the Mixed Commission of Liquidation. These facts appear to Her Majesty's Government to constitute briefly the answer to your present demands, nor can they recognize any weight in the distinction which you now appear to make between *direct* and *indirect* losses. By *direct* losses are understood the losses actually sustained in the

particular undertakings which were interrupted by the French. Now these direct losses have already been investigated and determined at Berlin, and you have consequently ceased to have any just claim in respect to them. Those which you call *indirect* losses, allude to the non-realization of certain profits which might perhaps have been reaped, if subsequent investments of capital had been made in undertakings similar to those which the French interrupted. You have claimed compensation not only for injuries before, and during the blockade, but even because, as you allege, you were precluded from continuing to invest capital in the trade after the blockade was raised, and the French authorities had ceased to offer any impediment to the traffic. The reply to your claim on account of such supposed *indirect* losses is twofold. In the first place, the whole of the demands presented by you, for *indirect*, as well as *direct*, losses, together with the documents, statements, and accounts, which you had sent in for explanation thereof, were submitted fairly and in detail to the King of Prussia, who was requested and empowered to consider every circumstance of the case, and to determine the real injury sustained, and the total amount of the same. The award and liquidation are, therefore, equally conclusive against you in respect to *indirect* as to *direct* losses, for every claim sent in by you up to the time of the arbitration, has been considered and disposed of by the Royal Arbitrator. But even if this had not been the case, I am directed to state, secondly, that, in the opinion of Her Majesty's Government, claims of so vague and uncertain a nature as those which you rest upon the ground of indirect losses, could, under no circumstances, have been considered proper or admissible. No such claim can now be for a moment entertained, and it is to be regretted that you have persevered in urging them, after the distinct warning formerly given you on this point by Viscount Palmerston, who expressly informed you, with regard to the principle of these indirect claims, "that no claim founded upon such a principle can be maintained either against the British, or against any other Government."

You next allege in your memorial, that the molestations of the traffic in 1834, were admitted to be unwarranted; that the blockade in 1835 was illegal in the view of the Law Officers of the Crown, and that its invalidity has been contended for by Government, particularly in a note of the British Commissioners at Paris in 1841; and you say that your commercial operations were continued upon the faith of assurances, both verbal and written, of protection, received through one of Her Majesty's Secretaries of State.

The proceedings of the French in 1834 were, as you observe, unwarranted, and compensation has therefore been awarded by the King of Prussia to the owners of the "Governor Temple" and "Industry," being the ships affected, in the opinion of the Arbitrator, by those unwarrantable acts. It is also correct that the opinion of the Law Officers of the Crown did, upon the first view of the case, throw sufficient legal doubt upon the regularity of the French proceedings, to justify the then Government of Her Majesty, as well as the British Commissioners at Paris, in arguing with the French Government against the validity of the blockade. But you surely cannot suppose that, because Her Majesty's Government thus remonstrated against the legality of the blockade, any just right of compensation from the Treasury has accrued to you in consequence of the tenor of those remonstrances? The blockade was vindicated by France, and, as will be explained to you in the sequel, was virtually legalized by the Award of the King of Prussia. In pursuing your trade, when a blockade was apprehended, you chose to run the risk of the legality or illegality of that proceeding, and the Government of this country cannot be held either morally or legally responsible to you for the result.

You rely, however, upon assurances of protection said to have been given to you on the part of the Crown by the predecessors of the present Administration. Assuming that such assurances were given to you, as you state, in November 1834, you must have greatly mistaken the duty of a Minister of the Crown if you really imagined that the assurances in question meant something more than that the Government would give your trade all the protection to which it was entitled. This is the duty which the Crown owes to all its subjects; and the assurances which you quote could not have been intended to imply more than that the duty of the Crown would in your case be performed. Such assurances have been fulfilled, by the Government having done all in its power to obtain the adjustment of your claims, in prosecuting them before a proper tribunal recognized by the law of nations. You are aware that the blockade was not established till January

1835, nor known in London until several weeks afterwards. Is it reasonable then to suppose that a Secretary of State could, in November 1834, have intended to enter into an engagement to indemnify parties against the consequences of future blockades of the coast of Portendic, without reference to the circumstances under which they might be established? Such a supposition is strongly rebutted by the fact that one of the present memorialists (Mr. Harrison) wrote on the 26th of February, 1835, to the Colonial Department, stating that a blockade was rumoured, and inquiring whether it was competent to France to carry the threatened blockade into effect without notice? Mr. Harrison had in consequence an interview with Mr. Hay, then Under-Secretary for the Colonies, *who stated that he could not reply officially to the inquiry.* This occurrence is altogether inconsistent with your construction of an assurance of protection, for you appear to treat such assurance as having been actually equivalent to an engagement to indemnify you at all hazards against the results of the subsequent blockade.

You proceed to state that your accounts, after having been approved *in principle* by the King's Advocate, were referred to the Mixed Commission appointed in 1840; that you remonstrated against the *principle* of your claims being questioned before that tribunal, and received in reply "the most confident assurances" that your interests would not be prejudiced by any proceedings of the Commissioners; also, that your accounts were verified by one of the British members of that Commission.

It would have been more convenient if you had cited the dates of the last-mentioned assurances, or had referred to any written document in which they are contained. They are not recorded in the Foreign Office; but it is recorded that the following instruction was addressed to the British Commissioners by Viscount Palmerston:—"The first question to be considered by the Commissioners is one of *principle*, namely, whether the claimants are entitled to receive compensation from the French Government for the losses which they have sustained by reason of the violent obstruction which they experienced from the French authorities on the coast of Africa whilst pursuing their lawful commerce: the second question is *one of amount*, namely, what is the amount of compensation which the parties concerned may justly claim from the Government of France. "Her Majesty's Government trust and believe that you will be able to establish sufficient and conclusive grounds upon which the first question ought to be resolved in the affirmative. The solution of the second question must depend upon documents and vouchers to be produced by the claimants."

I am desired to cite the above paragraph for the purpose of explaining in what sense and with what intention the principle of your claims, after having been approved by the King's Advocate, was referred to the Mixed Commission at Paris. The inquiry is, however, now immaterial, because the members of the Mixed Commission never came to any agreement upon the subject, and the principle of your right to compensation was subsequently affirmed by the King of Prussia's Award. But Her Majesty's Government have never given their sanction or approval to the details of your accounts, nor have they expressed any opinion as to the particular amount of compensation which you were entitled to claim. One of the objects for which the Mixed Commission at Paris was appointed, was, as I have shown, to ascertain the amount due to you; and the verification of the accounts, in the manner you state, by one of the members of that Commission, was of no importance to that object, for it led to no result. The amount of compensation due to you was ascertained for the first time by the Commission of Liquidation at Berlin, which has carried out the principles of indemnity previously laid down by the royal award. Her Majesty's Government regard that liquidation as final, and they must decline discussing with you now how far the principles of indemnity enunciated by the King of Prussia were right or wrong, for that is the real question which you have raised in demanding a further indemnity from the Treasury of this country.

You hazard, however, the assertion that you were not parties to the reference of the question to the King of Prussia, and that you were repeatedly refused information concerning the case submitted to His Majesty by the British Government, and you contend that you are therefore not bound by the decision given under that reference.

This allegation has caused Her Majesty's Government the greatest astonishment, because they consider the fact to be that you were fully cognizant of the reference to arbitration, and that, in every sense except in that of actually signing

the agreement which established the arbitration, you were parties to the proceedings under it, from the beginning to the end. You, as subjects, could not have been *made parties* to the agreement of reference with the Crown of France, *in that technical legal sense* in which those persons who execute a deed are said to be the parties to that deed. But you were not the less bound by the act of the British Crown; and if you had believed that act to be injurious to your interests, your natural and proper course of proceeding would have been to have remonstrated against it with Government at the time. This you certainly did not do. You neither protested against the reference of the claims to arbitration, nor did you, at any time previously to the making of the royal award, notify to this department any wish or intention on your part to repudiate that decision when pronounced. On the contrary, the records of the Foreign Office furnish ample proof of the active part which you took in promoting the reference, and in endeavouring to accelerate the progress of the royal award and subsequent liquidation. The Agreement of Reference was signed on the 14th of November, 1842, and on the 23rd of January, 1843, you addressed to the Earl of Aberdeen a letter, of which the following is an extract:—

"We address your Lordship under feelings of great disappointment on learning that the Portendic papers intended to be submitted to the King of Prussia are not yet ready on the part of the British Government, although so long a time has elapsed since His Majesty officially accepted the appointment of referee. We have ascertained that the French papers were sent from Paris to Berlin about four weeks ago.

"We were told that the papers were in course of preparation many months back; at all events there was ample time to prepare them before the official announcement was received from Berlin of the King of Prussia's consent to act asA rbiter, *which was fully anticipated.*

"*We trust to receive an early intimation from your Lordship that the papers have been transmitted to Berlin;* and we likewise venture to express our anxious hope that, upon the *claims being admitted in principle by the King of Prussia, no delay may take place in the appointment of the English member of the Committee of Liquidation.*"

On the 2nd of February, 1843, you addressed Mr. Addington with reference to certain documents, which you had by mistake been led to suppose the French Government had transmitted to Berlin, and in that letter you used the following expressions:—

"We were under the impression that no new matter was to be placed before His Majesty the King of Prussia, by either party, and our experience of the faithlessness of the French authorities renders us naturally jealous of every such manifestation of a disposition to evade the terms of the Convention; but, relying on Lord Aberdeen's determination to insist on its just fulfilment, and on his care that all unworthy artifice shall be discountenanced, *we content ourselves with the simple communication of the fact, leaving any protection which our interests may require from its consequences, with perfect confidence, to the judgment and discretion of his Lordship.*

"It would be highly satisfactory to us, if we could be permitted to be furnished, confidentially, with copies of the papers constituting the case about to be submitted to the King of Prussia; but should it be considered that this favour cannot with propriety be accorded to us, we hope to be excused from having made the request, and would venture to solicit the permission of Lord Aberdeen, to peruse the documents at the Foreign Office, before they are finally dispatched to Berlin."

On the 23rd of March, 1843, Mr. Harrison, one of the present memorialists, again addressed the Earl of Aberdeen, urging the transmission of the papers to Berlin, in a letter wherein the following passage occurs:—

"Two months have since elapsed, during which period a further communication, announcing their completion, has been expected with the utmost anxiety, and I cannot adequately convey to your Lordship the disappointed feelings with which I learn that they are not yet ready for transmission."

On the 28th of March, 1843, you wrote to the Earl of Aberdeen, directing his Lordship's attention to certain arguments which you apprehended were likely to be advanced on the part of France; and your letter concluded thus:—

"Although we are not made parties to the reference, we nevertheless think

it right respectfully to lay this statement immediately before your Lordship, in order that, if the Convention should afford an opening for a line of argument at variance with the principles upon which the claims have been made by the sufferers, and defended by Her Majesty's Government throughout the negotiations, *your Lordship may be prepared to meet it.*"

On the 1st of April you were informed by Mr. Addington, with reference to the concluding paragraph of your letter of the 2nd of February, that a perusal of all the papers prepared for the Arbiter, would be granted to you confidentially at the Foreign Office, on Monday then next, the 3rd of April. Accordingly, Mr. Harrison attended on behalf of himself and the other claimants at this Office at the time appointed; and the printed papers, as prepared for the Arbitrator, were placed in his hands, and perused by him. During the period which intervened between the making of the Royal Award, of the tenor of which you were fully aware, and the meeting of the Commissioners of Liquidation, Messrs. Harrison and Forster and Smith, two of the claiming parties, wrote to the Earl of Aberdeen a letter, of which the following is a copy:—

"My Lord, *London, February* 8, 1844.

"We beg leave to acquaint your Lordship, that Mr. Redman is waiting at Berlin, in daily expectation of the Commissioners meeting there to *carry out the Award of the King of Prussia,* in respect to the Portendic Claims; and as his detention is extremely inconvenient to him, besides being expensive, we take the liberty very respectfully to solicit your Lordship's influence to *hasten a conclusion of this long pending business.*

We have, &c.,
(Signed) ROBERT HARRISON,
FORSTER & SMITH.

"Mr. Forster understands Mr. Ward is waiting the appointment of the French Commissioner, whom France will probably be in no hurry to nominate, unless urged to it.—M. F."

In addition to which correspondence, I should remind you that, about the time of the papers being laid before the King of Prussia, Mr. Redman, himself one of the claimants, and empowered by the other claimants, as their agent, proceeded to Berlin, and remained there watching the proceedings, until after the final liquidation in October, 1844.

I am also directed by Lord Aberdeen to call your attention to the fact, of which he has more than once reminded you, that at a personal interview held with you at this Office in the summer of 1842, his Lordship apprised you of his intention to propose to the French Government a reference of your *whole* case to arbitration; and that he declared to you at the same time that he would take no step in furtherance of that plan without having first received your consent and approbation.

That consent and approbation you signified to his Lordship not only with readiness, but with expressions of much satisfaction.

Considering all these circumstances, Her Majesty's Government must assume that you were fully cognizant of the reference to arbitration, and were substantially parties to that reference; and they cannot give the slightest encouragement to the pretensions of those who, after watching and informing themselves in regard to the reference, and promoting its progress throughout, when they find the result does not answer their expectations, seek to repudiate the Award, and to direct their claims in a new shape against Her Majesty's Government.

With respect to the alleged refusal of information concerning the case, you have not adduced any proof whatever of such refusal; and the complaint has been sufficiently disproved by the fact which I have shown, of the whole of the papers having been offered to your perusal, and by their having been perused accordingly by Mr. Harrison on behalf of himself and his co-claimants. These papers were constantly in process of preparation by the Foreign Office, assisted by Mr. Bulwer, who remained at Paris, from the date of your first application for permission to have access to them, namely, the 2nd of February to the 3rd of April, on which day they were finally completed, and on which day also you were invited to attend at the Foreign Office to inspect them.

The case laid before the Royal Arbitrator on the British side was abundantly complete; every possible pains were devoted to its preparation; nor is there the slightest ground for supposing that any document, statement, information, or argu-

ment was omitted, which would have aided or strengthened the case of the claimants.

It remains for me to notice your concluding allegation, which proceeds upon an entire misapprehension of both the intention and construction of the reference and Award. You complain that, "*the reference being restrictive*, the adjudication proved to be limited to the mere question of formality in notifying the blockade, and did not comprehend the maritime or treaty right of any other nation," or, in other words, that it was not, according to the terms of the reference, within the power of the Royal Arbitrator to have given, if he had seen fit, compensation for losses arising out of the fact of the blockade. The opinion which you thus express is completely erroneous. By the agreement of reference, *the whole of the British claims* arising out of the French proceedings off Portendic, in 1834 and 1835, and the *whole matter in difference* between Great Britain and France of which those claims were the cause, *including all the measures and circumstances which preceded, accompanied, or followed, the establishment and the notification of the blockade*, were referred to the King of Prussia, who was most clearly empowered thereby to consider every circumstance concerning the blockade which affected the claims, and especially how far the blockade was *duly established and duly notified*. The reservation contained in the reference, of the rights and principles previously maintained by Great Britain and France respectively, in regard to blockades and maritime law, was meant to signify that the decision of the Royal Arbitrator in the present case should not be regarded *as a precedent*, or as determining *for the future*, the disputed point whether France has, or has not, a general belligerent right of closing the Bay of Portendic by means of a blockade. But it is perfectly evident, that, notwithstanding that reservation, the validity of the blockade of 1835, and the regularity of its notification, were questions which the Royal Arbitrator must of necessity have taken into his consideration; and Her Majesty's Government have reason to know, from a communication made upon the best authority to the British Commissioner of Liquidation, that the *legality of the blockade was in fact considered by the Arbitrator*, and that the silence of the Award with respect to any compensation for losses arising out of the mere fact of the blockade is indicative of the opinion of the Arbitrator that the *blockade itself was*, under the particular circumstances, *justifiable*. The question of the regularity of the blockade was undoubtedly one of much nicety, requiring for its solution the careful estimation of a great number of facts, legal, historical, and geographical. As regards your claims, the legality of the proceeding has been virtually established, and, this being so, your demands for indemnity, in so far as they were founded merely upon the alleged illegality of the blockade of 1835, were unavoidably rejected by the Commission of Liquidation.

But, although the admissibility of a portion of your claims was dependent upon the question of the regularity of the blockade, the adjudication was by no means entirely limited, as you state, to the mere formality of notification. Indemnities have been granted, on other and distinct grounds, to the ships "Governor Temple," "Industry," and "Eliza" (Nos. 1, 2, and 4); they have also been refused, on other and distinct grounds, to the ships "Matchless" (1st voyage, No. 4), "Columbine" and Marmion" (No. 12), and "Chance" (No. 11, as regards the greater portion of that claim). The claims which turned upon the legality of the blockade appear to have been those for the ships "Meta," and "Meta and Marmion" (Nos. 5, 6, and 7), which were excluded from indemnity, and those for the "Matchless," and Prince Oscar," and "Gambia and Columbine" (Nos. 8, 9, and 10), which were partially excluded, and in part admitted. The total amount awarded by the Commission of Liquidation may be thought *small*, but it cannot properly be called *nominal*. The sums fixed respectively were awarded in full compensation for each specific claim, and after examination and discussion of every item in every one of the admissible accounts. The amount is not apportionable by the British Government, but the sums have been awarded specifically to you as the claimants, as adequate indemnities for those particular losses which you have established. It is true that the British Commissioner proposed to make generally larger allowances than the Umpire decided upon, but it does not follow on that account that there is any reason to question the soundness or justice of the Umpire's decision.

Having thus shown that the allegations upon which your memorial is founded are erroneous in all the most essential points, Her Majesty's Government could come to no other conclusion, than that your present claim upon the public Treasury is altogether inadmissible, inasmuch as the whole of your claims

arising out of losses, whether *direct or indirect*, in consequence of the French proceedings in 1834 and 1835, have already been investigated and determined by the King of Prussia's Award, and by the adjudication of the Mixed Commission of Liquidation. Her Majesty's Government have done the utmost in their power for you by preferring your claims before the proper international tribunal; and by the decision of that tribunal they must necessarily abide. They are unable to perceive that any principle of public interest, or of importance to the national commerce, is involved in your memorial, the real question which you seek to raise being, whether the indemnity allotted to you under the Award of the King of Prussia was, or was not, a sufficient compensation. However Her Majesty's Government may, and do, regret that the amount of compensation awarded to you is not more adequate to your hopes, and to theirs also, they cannot with any propriety reopen, nor is it their intention to reopen, that question, nor to entertain any new claim founded upon circumstances which have already been considered and adjudicated on by the competent and final tribunal.

I am, &c.,

(Signed) H. U. ADDINGTON.

No. 22.

Mr. Addington to Mr. Harrison.

Sir, *Foreign Office, April* 25, 1845.

I AM directed by the Earl of Aberdeen to acknowledge the receipt of your letter of the 17th instant, with its inclosure; and I am to observe to you in reply, that at the conference held at this Office with the Portendic Deputation on the 17th instant, Mr. Addington only denied that the inspection of the papers constituting the Portendic case for the Arbiter had ever been refused to the claimants, you having asserted that it had been so refused.

That such refusal could not have taken place is demonstrable from the plain fact, that the papers constituting the case were not completed until the 3rd of April. It is certainly true that your letter of the 2nd February requesting copies, or a perusal of the papers, was not answered until the 1st April; the whole of that time having been in fact devoted to the preparation of the cases: so far from any refusal to inspect them having been even intimated to you, an invitation to attend at the Foreign Office, in order to peruse them, was actually sent to the claimants before the papers were quite ready. That invitation was dispatched on the 1st of April, but the papers were not ready until the 3rd.

I am, &c.

(Signed) H. U. ADDINGTON.

No. 23.

Mr. Harrison to Mr. Addington.

Sir, 18, *Philpot Lane, April* 26, 1845.

I BEG leave to acknowledge receipt of your letter of yesterday's date, in reply to one I addressed to the Earl of Aberdeen on 17th instant, in reference to a statement I made at the conference on the Portendic claims, held that day at the Foreign Office, which statement has been apparently misunderstood by you.

I am, &c.,

(Signed) ROBERT HARRISON.

No. 24.

Messrs. Redman, Forster and Smith, and Harrison, to Mr. Addington.

Sir, 48, *Lime Street, May* 1, 1845.

WE have had the honour to receive your letters of the 22nd instant, transmitting, by direction of the Earl of Aberdeen, the papers constituting the case submitted to His Majesty the King of Prussia on the subject of the Portendic claims.

Previous to replying thereto, we shall feel obliged if his Lordship will favour us with a copy of His Majesty's Award.

We are, &c.,

(Signed) GEO. C. REDMAN.
FORSTER & SMITH.
ROBERT HARRISON.

No. 25.

Mr. Addington to Messrs. Redman, Forster and Smith, and Harrison.

Gentlemen, *Foreign Office, May* 6, 1845.

IN conformity with the request conveyed to the Earl of Aberdeen in your letter of the 1st May, praying that his Lordship would furnish you with a copy of the King of Prussia's Award relative to the Portendic claims, I am directed to transmit to you herewith, a copy of that Award.

I am, &c.,

(Signed) H. U. ADDINGTON.

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PAPERS

RELATIVE TO

THE ARBITRATION

OF

HIS MAJESTY THE KING OF PRUSSIA

ON THE

CLAIMS OF HER MAJESTY'S SUBJECTS

ARISING OUT OF

THE MEASURES ADOPTED BY THE FRENCH GOVERNMENT
IN THE YEARS 1834 AND 1835,

ON

THE COAST OF PORTENDIC.

(In continuation of Papers presented May 27, 1845.)

Presented to the House of Commons by Command of Her Majesty, in pursuance of their address of the 20th of June, 1845.

LONDON:
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PAPERS

RELATIVE TO

THE ARBITRATION OF HIS MAJESTY THE KING OF PRUSSIA

ON THE

CLAIMS OF HER MAJESTY'S SUBJECTS,

ARISING OUT OF THE MEASURES ADOPTED BY THE FRENCH GOVERNMENT IN THE YEARS 1834 AND 1835, ON

THE COAST OF PORTENDIC.

(In continuation of Papers presented May 27, 1845.)

No. 1.

Messrs. Redman, and Forster and Smith, to the Earl of Aberdeen.

(*Received June* 13)

My Lord, 48, *Lime Street, June* 11, 1845.

WE have the honour to reply to Mr. Under Secretary Addington's letter of the 22nd of April, in answer to the Memorial of the 11th of March preceding, which we presented to the Lords of Her Majesty's Treasury.

This delay on our part in replying to Mr. Addington's letter has been caused partly by the necessities of our daily mercantile pursuits, but still more by the fact, that it was not till the 6th of May, on our application, that we were for the first time in possession of all the papers connected with our claims, and much of the delay which has since that date occurred, is to be accounted for by the study of voluminous documents which were mostly new to us, and to the consultations absolutely necessary in reference to the answer to be given by parties situated in regard to each other as we are.

We place these considerations thus early and prominently before your Lordship, in order that we may not be prejudiced by the premature presentation of the unfinished correspondence to the House of Commons, contrary not only to what is understood to be a standing official rule, but to what Sir Robert Peel is reported to have replied to an inquiry made in the House of Commons, viz, That the papers would be laid on the Table of the House as soon as the Correspondence was finished. The existence of this well-known rule, and the assurance so given by the Head of Her Majesty's Government, joined with the notice given by us to your Lordship so early as the 1st of May, and renewed on the 23rd of May, that we should reply to Mr. Addington's letter, lulled us into the belief that no such premature presentation of papers as has been made, would take place, and the fact of this departure from official etiquette, concurrently with the hostile tone of Mr. Addington's letter of 22nd of April, did, we confess, create in our minds a fear that a spirit somewhere existed in the Foreign Office which would get rid of inconvenient solicitations by the sacrifice of justice. Mr. Addington's letter of the 30th May, in which that gentleman,

on your Lordship's part, states that "nothing in that letter (of 22nd April) was intended as an accusation, or as an attack upon our character or personal honour," has however, it is but fair to add, somewhat mitigated this unfavourable impression, and though the altered tone of this latter communication does not relieve us from the duty of noticing hereafter the expressions in his former letter of April 22nd, of which we must still complain, we shall treat those phrases only as evidence of the general inaccuracy and the want of proper consideration with which the reply to our Memorial seems to have been framed.

The essential points of Mr. Addington's letter of April 22nd, to which we now proceed to devote our attention, appear to us to be these; First, The announcement to us generally of the refusal of Government to grant to us any compensation; Secondly, The charging us with now making claims which we had previously been warned were inadmissible; Thirdly, The affirmation that the Law Officers of the Crown had not advised Government of the illegality of the blockade at the beginning of 1835; Fourthly, A denial that the assurance of protection given to us in the end of 1834 can support our claim for compensation; Fifthly, An assertion that Government never sanctioned the details of our claims; Sixthly, That we were parties to the reference to, and are therefore bound by the decision of the royal arbiter. Seventhly, A denial of the restrictive character of the reference and award upon it, supported by an assertion now for the first time made, and enforced by evidence avowedly not before made public, and in the possession of the Foreign Office only, that the King of Prussia did in fact legalize the blockade.

In the refutation we attempt to give we shall pursue the order of Mr. Addington's letter, and of that order we have to complain that it commences with an attack upon our integrity, founded on a misconstruction or misapprehension of our Memorial. Mr. Addington asserts, that we "now appear to make a distinction between direct and indirect losses" which Her Majesty's Government "cannot recognize;" that "claims of so vague and uncertain a nature as those which we rest upon the ground of indirect losses, could under no circumstances have been considered proper or admissible," and that "it is to be regretted that we have persevered in urging them after the distinct warning formerly given on this point by Viscount Palmerston, who expressly informed us with regard to the principle of these indirect claims, that no claim founded on such a principle can be maintained against the British or any other Government."

To this serious charge our answer is simple and complete. In our Memorial of the 10th March, we neither made for the first time nor revived any claim, against which Lord Palmerston had cautioned us. It is true that in the second paragraph of our Memorial (which we suppose to be what has led to the mistake), we refer to "further indirect but positive injury" to us from the transfer to the French of the gum trade at Portendic; but we urge it only as a ground for a liberal consideration of our claims for the losses already brought under the notice of Her Majesty's Government. It is equally a perversion of Lord Palmerston's language for Mr. Addington to quote his Lordship's "warning" as applicable to the new claim which Mr. Addington assumes us to make. His Lordship's caution was given to us, separately, in a circular letter signed by Lord Leveson of the 24th June 1840, by which we were requested to calculate our losses upon certain principles fixed by Lord Palmerston himself. With that caution we complied by three separate letters and accounts given in on July 18th, 1840, and our said letters were described by your Lordship yourself in the summary of their contents, drawn up for the use of the royal arbitrator, (see page 191 of the printed papers,) as "transmitting the statement of the claims drawn up on the principle suggested by Lord Leveson, with remarks." We, therefore, submit that we are not obnoxious to Mr. Addington's reproach of having on any distant or recent occasion neglected the advice of Lord Palmerston, and we further assert that the claims of our Memorial of March 10th, are the same which have been urged by successive Foreign Secretaries of State, including your Lordship, for the general accuracy of which the Government in England after consideration stood pledged and committed to that of France, and which therefore Mr. Addington is not justified in describing now as "under no circumstances proper or admissible."

In short the case is this: Lord Palmerston objected to the estimate of the losses, and recommended them to be altered and reduced in such a manner as would enable the Government to adopt them. The claimants obeyed, and

altered and reduced them accordingly. Mr. Addington's letter quotes Lord Palmerston's objection, pleads it against the claimants, suppresses the fact of their compliance with his Lordship's wishes, and leaves it to be inferred that no such alteration nor reduction had taken place.

We are bound, my Lord, to believe that this serious perversion of the correspondence is the result of inadvertence or accident; the claimants shrink from the suspicion that it is wilful.

Mr. Addington's letter next asserts, that the Law Officers of the Crown and Her Majesty's Government generally did not, though they felt there were grounds for arguing against the legality of the blockade, decide to that effect; that, indeed, the blockade has since been "vindicated by France," and been "virtually legalized by the King of Prussia's decision;" and that we ran an ordinary commercial risk in facing the chance of blockade, against which we could not suppose that your Lordship's department intended to secure us.

Again we have to deny the facts advanced in Mr. Addington's letter. The remark, "that the opinion of the Law Officers did upon the first view of the case throw sufficient legal doubt upon the regularity of the French proceedings, to justify the then Government of Her Majesty as well as the British Commissioners at Paris, in arguing with the French Government against the legality of the blockade," is a misdescription of the high legal advice given to the Crown in 1835. The opinion then given by the Queen's Advocate, on papers transmitted by your Lordship as Colonial Secretary, was as follows:—"I am of opinion that the French Authorities have no right to prohibit British trade within those limits under the pretence of a blockade, more especially as it is admitted by the Governor of Senegal, that the Trazars, one of the barbarian tribes, are the only enemies of the French, and that no hostilities exist with the only native tribes inhabiting or frequenting that portion of Africa. Under these circumstances it appears to me that the blockade which has been proclaimed amounts to a deviation from the rules of international law, and is inconsistent with the rights of Great Britain under the treaty of 1783."

The opinion of the illegality of the blockade, so given to your Lordship, was repeated by the law officers in July, 1835, to Lord Palmerston, notwithstanding the receipt of the conflicting views of the French Government, as appears by his Lordship's despatch at page 45 of the printed papers. Indeed, before its repetition, Lord Palmerston's confidence in it had induced him to desire Mr. Aston, our representative at Paris, to demand the suspension of the blockade, "because, as His Majesty's Government cannot give their sanction to the blockade by officially announcing that it has been imposed, merchant ships will sail from hence with their cargoes for Portendic, and if they are stopped, as of course they will be by the French cruizers, fresh claims against the French Government will arise out of such transactions, and fresh subjects of unpleasant discussion between the two Governments."

It appears to us, from these passages, that the opinion of the law officer of the Crown was formed, not, as asserted in Mr. Addington's letter, merely on the first view of the case, but (as indeed the whole documents submitted to him by your Lordship as then Colonial Secretary show,) upon as full information as has ever since been in possession of the British Government, and that the opinion so given did not merely, as Mr. Addington's letter states, throw legal doubts upon the "regularity of the French proceedings," but asserted unhesitatingly and authoritatively, as we correctly expressed it in our Memorial, "the blockade to be contrary both to the laws of nations and the faith of treaties."

The remaining position in Mr. Addington's letter under this head, that your Lordship's office could not intend to assure us against the consequences of legal blockade must lose its force with the demolition which we shall hereafter effect of the assertions that France vindicated and the King of Prussia's award legalised the blockade; but it is now sought to cast doubt on the existence of those assurances of protection on which we relied; they are spoken of as "assurances said to have been given." Surely it is not meant to deny by this expression that the assurances were actually given? If so, the Government records will, in this instance, supply the proofs of our statement. Here, at all events, the assurances have the convenience of being written, for, in the month of November, 1834, Mr. Under-Secretary Hay addressed the following letter to the agent of Mr. Redman:—

Sir, *Downing Street, November* 12, 1834.

I HAVE to acknowledge the receipt of your letter of the 1st instant, detailing the events which took place at Portendic and its vicinity on the late occasion of your visiting that station ; and having laid the statement before Mr. Secretary Spring Rice, I am directed to acquaint you in reply, that His Majesty's Government will be prepared to extend to British commercial interests in that quarter every protection, and to secure to them every right which may be guaranteed by treaty or by any other mutual obligation subsisting between Great Britain and France.

Nath. Isaacs, Esq.,
48, *Lime Street.*

I am, &c.,
(Signed) R. HAY.

And in your Lordship's prefatory remarks to the "Case" submitted on the part of the British Government to the King of Prussia, your Lordship, after stating that early in 1834, the French Government had assured His Majesty's Ambassador in Paris that no blockade was intended, continues, "His Majesty's Government therefore encouraged British subjects to continue the commerce which they were entitled by treaty to enjoy, and which it was confidently believed would remain uninterrupted." With what justice, then, is a doubt raised of the existence of the assurances?

But, Mr. Addington's letter continues, we must have greatly mistaken the duty of a Minister of the Crown if we really imagined the assurances in question meant something more than that the Government would give our trade all the protection to which it was entitled. "This," he adds, "is a duty which the Crown owes to all its subjects," and the assurances of its Ministers "could not have been intended to imply more than that the duty of the Crown would be performed." We accept this very restrictive interpretation of the assurances; but we complain that, after the Crown had promised us to perform what were its ordinary duties of protection to its subjects, after it had assured us of its intention "to extend to British commercial interests in that quarter *every* protection and to secure them *every* right which was guaranteed by treaty," it failed to perform any one of those duties; it gave us no protection "in that quarter" where it had promised us "every protection," it secured to us no right when it had pledged itself to secure us "every right." Without the assurances we received in November, 1834, we should not have ventured our property in 1835 where it had been destroyed in 1834.

On our assertion, that when, on the reference of our accounts to the Mixed Commission in Paris, in 1840, we remonstrated against the principle of our claims being brought in question before that tribunal, we received, in reply, the most confident assurances that our interests would not be prejudiced by any proceedings of the Commissioners, Mr. Addington's letter remarks, that it would have been more convenient if we had cited the dates of the last mentioned assurances, or had referred to some documents in which they were contained.

For your Lordship's information we have to state that, from the periods at which our claims arose we had been from time to time favoured with personal official interviews with your Lordship's predecessor, Viscount Palmerston; that a great part of our intercourse with the Foreign Office was so conducted, and that the particular assurances alluded to were given orally by Lord Palmerston, and may, it is just possible, not be preserved in any document in the Foreign Office, though, fortunately for us, they were at the time recorded by those to whom they were given. On the 14th of March, 1840, Mr. Redman and Mr. Foster, with their counsel Mr. Quin, had an interview at the Foreign Office with Lord Palmerston, when his Lordship assured these gentlemen, who had, in the language of their late Memorial, "urgently remonstrated against the principle of their claims which had already been so solemnly admitted by the highest authorities, being allowed in any manner to be brought in question before a second tribunal, composed half of foreigners," "that the Government did not divest itself of its obligation to claimants to support the principle of the claims, and that we might rest perfectly satisfied that our interests should not be prejudiced by any proceedings on the part of the Commissioners who would act for Government,

and on the responsibility of Government, and not as the agents of the claimants."

Mr. Addington's letter next asserts, in contradiction of our Memorial, that Her Majesty's Government "have never given their sanction or approval to the details of our accounts, nor have they expressed any opinion as to the particular amount of compensation we were entitled to claim."

To prove that Her Majesty's Government did give their sanction to the details of our accounts, we have again to refer to your Lordship's own "statement" of the case prepared for the Royal arbiter's consideration. In it your Lordship states, that at a certain stage of the proceedings of the Mixed Commission at Paris, "it was thought better that one of the Commissioners, Mr. Rothery, should return to London and examine the various items of the different claimants' demands, with a view to effect such a reduction thereon as might give a better chance of settlement; since it was not the wish or intention of Her Majesty's Government to demand more in the way of indemnification than her aggrieved subjects were fairly entitled to claim."

On Mr. Rothery's return Lord Palmerston applied to us by letters of Lord Leveson, to which we have already referred, for the desired reduction of our claims, (which had previously received the sanction of the Queen's Advocate, Sir J. Dodson.) Protesting against the justice of that reduction we, nevertheless, remodelled our claims on its principle under the personal superintendence of Mr. Rothery, to whom all our books and accounts were opened; so remodelled and reduced, our claims were conveyed by Mr. Rothery to Paris, and adopted by the British Commissioners, as is proved by their detailed incorporation in their note to the French Commissioners of October 4th, 1841, which note your Lordship yourself describes in the prefacing remarks, and very properly, "as one which embraces the whole case, and as such is particularly recommended to the Arbiter." In this note the British Commissioners sanctioned and adopted the claims by the following passage: "The British Commissioners have now submitted the whole of the various claims anew to the consideration of the French Commissioners, stating their amount in each case, and referring to the evidence in support thereof." Such accounts, it is the necessary inference, met the wish of Her Majesty's Government, "not to demand more in the way of indemnification than her aggrieved subjects were fairly entitled to claim."

We are, therefore, wholly at a loss to conceive how an attempt can well be made to destroy the effect of these considerations by the extraordinary remark, "that one of the objects for which the Mixed Commission at Paris was appointed was, as I have shown, to ascertain the amount due to you, and the verification of the accounts in the manner you state by one of the members of that Commission, was of no importance to that object, for it led to no result;" for it led at least to this result, and we contended for no other, that Her Majesty's Government possessed full information on the amount of the claims that they pledged themselves to enforce.

We now proceed to the more material portions of Mr. Addington's letter, and in entering upon their examination we undertake very confidently to convince your Lordship of the literal accuracy of the allegations contained in our Memorial: 1st, That we were not parties to the reference at any period or in any sense; 2ndly, That the reference did not submit to His Prussian Majesty the important point on which hinged the larger amount of the claims that had so long been supported by your Lordship and your predecessor.

Before, however, submitting the proofs of the former proposition, we would respectfully remind your Lordship that between the French Government and the subjects of Her Britannic Majesty there can be no privity, connexion, or intercourse; that it follows as a natural and inevitable consequence of this want of what lawyers term *locus standi* that we, being subjects of the British Crown, could have no claim on the French monarchy for injuries inflicted on us by its belligerent acts; that our claims for injuries so suffered were on our own Government, from whom protection, as the correlative of allegiance and taxation, was due to us; and that the claims on France belonged to our Government only in consequence of its duties to us. This we believe to be the accurate legal position of the Governments of the two countries to each other, and of the Government of this kingdom to us its subjects; and however inconvenient it may now be for your Lordship to admit such to be the public law applicable to our case, the

reference Mr. Addington makes to Lord Palmerston's communication to us of June 20th, to which we have before had more than one occasion to refer, incontestably shews that the position was actually present to his Lordship's mind; for in that despatch he remarks, "That no claim founded on such a principle can be maintained either against the British or against any foreign Government." This passage, we submit, in the important expression "against the British," recognises the fact that we had claims on Her Majesty's Government.

Such we can assure your Lordship has, "from first to last," been our acceptation of the legal position we occupied to the Government of our country; and with this view of the case directing our conduct, your Lordship will not fail to see that one of our principles of action was carefully to avoid becoming parties to any reference. We have already shewn we reclaimed against the Mixed Commissioners of 1840; as we now proceed to shew we not only were no parties to the reference of 1842, but actually in the character, as it were, of Amici Curiæ, warned your Lordship of the sacrifice it inevitably involved in ample time for your Lordship to have protected the treasury of this country from the loss, the award was certain, if that department fulfilled its duties to us, to entail on it. It is therefore, we submit, unfair and ungenerous, as well as illegal, so to abuse the power the Executive Government necessarily possesses, as to make us suffer for omissions against which we gave timely warning.

Our literally and substantially correct denial that we were parties to the reference has, however, it seems, caused Her Majesty's Government the greatest astonishment, and this astonishment has provoked an attack upon our veracity. "You hazard," we are told, "the assertion that you were not parties to the reference to the King of Prussia." After the most deliberate consideration, and fortified by high legal authority, we meet your Lordship's letter by reiterating most respectfully the assertion that we were not parties to the reference, either in letter or in spirit; either impliedly or directly. Indeed your Lordship admits, that legally we could not be parties to the reference; and to that bare admission we might triumphantly refer all the pleading which seeks to destroy its effect. We shall, however, descend from our strict legal rights, and show that in morals, as well as in law, we are not obnoxious to the consequences with which your Lordship seeks to fix us. After granting that in a strict legal sense we were not parties to the reference, Mr. Addington's letter alleges that in some other legal sense we *were* parties, unless we had remonstrated against it with Government at the time. "This," it is added, "you certainly did not do." If we have abstained from the expression of surprise at other parts of your Lordship's communication we must be allowed to utter some little astonishment at this announcement. For, my Lord, no sooner were the terms of reference discovered by us (and to make any distinction between the Act and the terms of reference would indeed be a quibble) than we pointed out their disastrous consequences to your Lordship; and if we did not in express terms "remonstrate" against the reference, the reason appears on the face of our letter in the allegation, by implication, that we had nothing to do with it. A portion only of this letter is quoted in that addressed to us by Mr. Addington, but the greater part is suppressed: we therefore supply the defect by placing it before your Lordship entire.

My Lord, *London, March* 28, 1843.

IT having been communicated to us from Paris by those who profess to be acquainted with the fact, that the Convention for referring the Portendic claims to the arbitration of the King of Prussia is so worded that it may and will be argued on the part of France, that compensation must be restricted to any real injury inflicted upon the claimants in consequence of the measures and circumstances which preceded, accompanied or followed the establishment and notification of the blockade at the coast of Portendic in the years 1834 and 1835, whilst they were pursuing on the said coast a regular and lawful trade; and also that the Arbiter's award cannot comprehend the claims recognised and insisted upon by the British Government as equally just and unanswerable in principle, for the loss of profits consequent upon the forcible stoppage of the trade throughout the entire season of 1835; although we are not made parties to the reference, we nevertheless think it right respectfully to lay this statement before your Lordship, in order that if the Convention should afford an opening for a line of argument

at variance with the principle upon which the claims had been made by the sufferers, and defended by Her Majesty's Government throughout the negotiation, your Lordship may be prepared to meet it.

We have, &c.,

(Signed) FORSTER & SMITH,
ROBERT HARRISON.

To the Right Hon. the Earl of Aberdeen.

The terms of this letter are, my Lord, very remarkable. The very first line shews that for above four months after the signature of the agreement of reference to which it is now attempted to make us parties, we were entirely ignorant of its contents; a state of things wholly inconsistent with any responsibility on our parts under its operation. The letter next proves, that had we previously to its signature known its terms, we should not, under any circumstances, have given our assent to it; and, lastly, the letter actually apologises for intruding on your Lordship with our opinion as to the certain effect of those terms, on the ground stated, your Lordship will not fail to observe, as a matter of course, about which no doubt could be suggested, that we were not parties to the reference. And what was your Lordship's reply to this letter? You did not then remind us of any conversation involving our responsibility in the reference; you did not then attempt to show, as Mr. Addington's letter now does, that our letter of the 28th of March, 1843, was inconsistent with our letters of the 23rd of January, the 2nd of February, and the 23rd of March, 1843; you did not at once correct our statement that we were not parties to the reference, and warn us that you would hold us bound by the award it produced. No, my Lord; on the contrary, you either by your silence on that point apparently assented to our statement and denial, or by the answer made to us, lulled us into inactivity and prevented our making a solemn protest against your Lordship's view of our position. The manner in which our communication was answered on the 28th of March was this:

Gentlemen, *Foreign Office, April* 1, 1845.

I AM directed by the Earl of Aberdeen to acknowledge the receipt of your letter of the 28th ultimo, in which you mention a report which you had received from Paris of the line of argument which is likely to be pursued on the part of France with reference to the Portendic claims, with a view to restrict the sphere of the arbiter in deciding on the amount of compensation due on those claims.

I am to state to you, in reply, that Lord Aberdeen is of opinion that it is open to both parties to the arbitration, whether French or British, to state their case to the arbiter in whatever manner, and to support it by whatever line of argument they may think proper. They are not bound to communicate their respective statements to each other prior to submitting them to the arbiter. Consequently it is not possible that either party should meet or contest the arguments of the other before the statements are placed in the arbiter's hands. It will be for the arbiter to decide which of the two statements is most correct in fact and principle, and to give his award accordingly; and by that award both Governments have bound themselves by a solemn agreement to abide implicitly.

I am, &c.,
H. U. ADDINGTON.

Your Lordship (by Mr. Addington) here describes a certain course of conduct as open to both parties to the arbitration. That course was, that they should state their case to the arbiter as they pleased. Such a course was not opened to us.

We had no share in the preparation of the case laid by your Lordship before the arbiter; we were not asked to support it by any line of argument; and we were only permitted to see it in a manner in itself sufficiently indicative that we were neither "art nor part" to it. In no degree, therefore, do we answer to the description of "the parties to the arbitration." Indeed the notion that we were so is incontestably disproved by the expression "both Governments," which is used at the close of Mr. Addington's letter as a convertible term for both "parties."

Very probably the extracts Mr. Addington quotes from our letters of 23rd January, 2nd February, and of 23rd March, 1843, do, as he argues, "show that we were watching and informing ourselves in regard to the reference, and promoting its progress;" and most natural it was we should do so; but very illogical is it to infer from those quotations that we were parties to the reference.

Had we been parties to the reference, we should have requested access to the case, which in that event would have been prepared on our behalf as a matter of right. Knowing that we were not parties, we "solicited" copies of the case as a "favour." This request was however distinctly refused by your Lordship, though you accompanied the refusal by permission to peruse the papers the day before they were transmitted to Berlin; a permission of which one of us so far availed himself as he could by the brief glance the Foreign Office afforded him of documents which now, when produced in Parliament, spread over 400 folio pages. The sight so obtained of them, my Lord, was, for any useful purpose, a waste of time. Nevertheless, the party alluded to did on that occasion point out to Mr. Addington the restrictive import of the reference, and suggested the expediency of an alteration in the wording of that document, if it were intended to embrace the whole of the claims. Mr. Addington partly admitted the imperfection of the instrument, but made an observation to the effect that it would be highly inexpedient to reopen the business with the French Government.

We deny, then, my Lord, the assertion that in any sense, or at any time, we were parties to the reference, and we repel with indignation the charge that we seek to repudiate an award by which we were in honour bound, because it disappoints our and your Lordship's expectations. We are incapable of such conduct; and the award, we have again to remind your Lordship, does not disappoint our expectations, and for the reasons we have already brought forward, and now enforce.

The reference did not submit to the King of Prussia the point on which our claims mainly hinged.

Mr. Addington's letter denies the accuracy of this assertion of our Memorial; but it is not a little remarkable that in the effort to support this denial the terms of the agreement of reference are inaccurately described. To bring this more fully under your Lordship's notice, we place in opposite columns the language of the reference and the paraphrase in Mr. Addington's letter.

Note of Reference.	*Mr. Addington's Letter.*
The two Governments have therefore agreed to submit to the examination of His Majesty the King of Prussia the whole of the claims as to this affair which have been presented by British subjects, and to request His Majesty to be pleased to pronounce as arbiter upon the question, whether in consequence of the measures and circumstances which preceded, accompanied, or followed the establishment and the notification of the blockade of the coast of Portendic in 1834 and 1835, any real injury was unduly inflicted on such and such British subjects while they were pursuing on the said coast a regular and lawful trade; and as to whether France is equitably bound to pay to such or such class of the said claimants any compensation by reason of such injury.	By the agreement of reference, the whole of the British claims arising out of the French proceedings at Portendic in 1834 and 1835, and the *whole matter in difference* between Great Britain and France, of which those claims were the cause, including all the measures and circumstances which preceded, accompanied, or followed the establishment and the notification of the blockade, were referred to the King of Prussia, who was most clearly empowered thereby to consider every circumstance concerning the blockade which affected the claims, and especially how far the blockade was *duly established and duly notified.*

We need scarcely point out in any detail how much stronger is the description in Mr. Addington's letter than the language of the reference itself; the former is so comprehensive that it makes the only question actually referred to the King of Prussia a mere subsidiary portion of what it alleges was referred to

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His Majesty. In truth, neither the important words, "the whole matter in difference," used by Mr. Addington, nor any equivalent for them, are to be found in any part of the agreement, and though the words, "the whole of the claims," are contained in it, they do not appear in the operative part. What was referred to the King of Prussia was "the question whether, in consequence of the measures and circumstances which preceded, accompanied, or followed the establishment and the notification of the blockade of the coast of Portendic in 1834, 1835, any real injury was unduly inflicted on such and such British subjects while they were pursuing on the said coast a regular and lawful trade; and as to whether France is equitably bound to pay such or such class of the said claimants any compensation by reason of such injury?" And the point in dispute is, did these words give His Majesty power to question the validity of the blockade?

To assist the solution of this point we call to your Lordship's attention the note which the British Commissioners addressed on the 4th of October, 1841, to the French Commissioners. In the concluding passage of that communication the British Commissioners proposed a reference of the losses caused by the blockade of 1835 to the King of Prussia. This communication was not answered by the French Commissioners until the 4th of November, 1842, that is, until the Agreement of Reference was on the point of being signed, and it was then answered, not for the purpose of replying to the note which had so long remained unnoticed, but with a view of being included in the papers to be laid by the French Government before the King of Prussia. In the note of the 4th of November, the French Commissioner states that he is prepared to agree to a reference to the King of Prussia on certain conditions, the first of which is, "that the right of France to close the Bay of Portendic when at war with the Trazars shall not be submitted to the judgment of the arbiter;" in other words, that the blockade should not be referred. This passage is, we admit, of no effect as to the interpretation of the Agreement of Reference which was signed ten days later; but, considering the purpose for which the note containing it was written, the passage is, we submit, very strong evidence of what was the *intention* of the French Government in making the reference to the King of Prussia, viz., not to submit the question of blockade to His Majesty's decision. And, in this sense, that Sovereign clearly accepted the Agreement of Reference; for the royal arbiter, without saying one word of the legality of the blockade itself, has awarded compensation for injuries, some inflicted before the blockade was established, and others arising from a want of proper formalities when it was established; but not one sixpence has the King awarded for the losses during the blockade after it was notified. Our main injury was therefore wholly omitted by His Majesty, and in this omission the King of Prussia was acting only in conformity with his powers.

We apprehend that "the measures and circumstances which precede, accompany, or follow" a thing, are not the thing itself; indeed, such a form of expression implies anything and every thing but the thing itself. The King of Prussia was to investigate and determine upon all the surrounding circumstances; but the blockade itself, which these circumstances surrounded, was withdrawn from his adjudication. He was to award compensation for injuries sustained by an improper mode of enforcing the blockade, but not for those sustained by reason of the blockade itself.

This is not the construction put on the reference by ourselves only. In the Report of the Committee of the French Chamber of Deputies, on the extraordinary and supplementary credits for the year 1844, which refers to the settlement of the Portendic claims, after broadly asserting their right to blockade, there is the following passage:—

The exercise of the best defined rights is subject to forms and regulations, "which protect the use, while they prevent the abuse of them; the strict observance of these regulations is in nothing more necessary than in the matter of blockade."

"In declining any kind of compromise of the principles which it has invariably professed with respect to maritime law, and of the rights inherent in our sovereignty of Senegal, the Government has loyally acknowledged that if, in consequence of the irregularities which preceded, accompanied, or followed the establishment and the notification of the blockade of the coast of Portendic in 1834 and 1835, the interests of the English merchants carrying on at that coast

a regular and legitimate commerce, protected by the very treaty which ceded the country to us, had been really prejudiced, indemnities were due.

"It was with this restriction that the arbitration was submitted to the King of Prussia and was accepted by him. The vessels to which the Royal arbitrator accorded indemnities are those which were abruptly expelled from the roadstead of Portendic while, in July, 1834, they were carrying on operations reserved by the 11th Article of the Treaty of 1783, or which were intercepted in 1835 by a blockade which had not been notified. The restriction of the right of indemnity to these special cases explains the enormous difference which exists between the amount of the claims made by England and that of the indemnity awarded."

This passage in the Report of the Committee of the French Chambers was, as is usual in such cases in that country, founded on verbal information given and on public documents submitted to the Committee by the French Government, and has therefore not merely the authority of the French Legislature but of the Executive Government of France.

Mr. Addington's letter indeed states that Her Majesty's Government has reason to know from a communication made upon the best authority to the British Commissioner of liquidation that the legality of the blockade was in fact considered by the arbitrator, and that the silence of the award with respect to any compensation for losses arising out of the mere fact of the blockade is indicative of the opinion of the arbitrator that the blockade itself was under the particular circumstances justifiable.

Upon this statement we would firstly remark that we cannot find in the papers presented to Parliament any such communication recorded as that to which Mr. Addington's letter refers:—an omission, we submit, of significance on a point involving the sacrifice of the greater part of our claims. Moreover we have to observe that Mr. Ward's allegation (and the evidence, it will be perceived, is entirely secondary when primary might easily have been procured) is entirely opposed to the far more authoritative statement of the French Legislature as above quoted. Besides it cannot, we feel assured, be seriously intended that the private communications made by or on behalf of His Majesty the King of Prussia should or ought to have any influence upon the decision His Majesty's Government may come to upon our claims. If the question of legality or illegality of the blockade was in fact left to the decision of His Majesty the King of Prussia, and we are to be bound by the award, we humbly submit that the least that we can be held entitled to is that the adjudication upon the question shall be expressed clearly and distinctly upon the face of the award, and not left to an inference to be drawn from a total silence on the subject. That such an inference should be drawn is against reason and every day's experience, and in ordinary references the omission of an arbitrator expressly to decide upon any one question left to him renders, as we have always understood, the whole award invalid. The proper inference to be drawn from the silence of the Royal arbitrator we apprehend to be, that His Majesty was of opinion, as we contend the fact was, that he had no authority delegated to him by the terms of the reference to adjudicate upon the question. Further, we assert that the reference is so worded that, had the King of Prussia considered it to give him the power of deciding on the validity of the blockade, the French Government would have been justified in repudiating the award so far as it might have included any damages grounded on the validity of the blockade, so that under no circumstances could we have been compensated under the reference for losses coming under that head.

The award of the King of Prussia itself entirely supports this view of the case, for on reference to it your Lordship will not fail to notice the strict legal form in which it is drawn up, the carefulness and precision with which His Majesty, reciting the reference which we have contended alone to be operative, states that "having, according to the terms of the said declaration, to decide as arbitrator upon the question, whether in consequence of the measures and circumstances which preceded, accompanied, or succeeded the establishment of the blockade of the coast of Portendic in 1834 and 1835, a real damage has been unduly caused, &c.," and the entire accordance of his decision to these restrictive terms. In a document thus skilfully prepared it is both dangerous and unfair to infer that it does more by implication than its contents do in terms.

And lastly, we are again able to support our views by an appeal to your

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Lordship's own communications. In Mr. Addington's letter of April 1st, 1843, which we have already embodied in this letter, your Lordship will perceive that although we stated explicitly in ours of the 28th of March, to which Mr. Addington's is a reply, that we apprehended that the reference had been so drawn that "the arbiter's award could not comprehend the claims, recognized and insisted upon by the British Government as equally just and unanswerable in principle, for the loss of profits consequent upon the forcible stoppage of the trade throughout the season of 1835," still your Lordship so far from removing our apprehensions on that most important point, did not even acknowledge that part of our letter. Your Lordship limited the reply you directed Mr. Addington to make to our previous and less important intimation, that the reference had been so worded that a certain improper line of argument was left open to the supporters of France.

It must appear most extraordinary that your Lordship, if really intending to support the claim for losses sustained from the blockade itself, should not have assured us of that intention and have removed our apprehension that the terms of reference precluded your Lordship from doing so. But we did not press for an answer on this point, feeling that the matter was no business of ours, and that Mr. Addington's letter was in fact a diplomatic way of telling us so.

Into the details of the amounts awarded on the case of particular ships and adventures, we shall not follow Mr. Addington's letter, further than to remark, that it contains language which would lead a party ignorant of the subject to suppose that parts of our claims, dependant solely on the legality of the blockade have been admitted to indemnity; whereas the fact is otherwise, the amounts awarded in the cases referred to, being only for losses sustained in consequence of the informality of the blockade.

Never, it is almost unnecessary to remind your Lordship, have claims received so unanimous support from all quarters and from all parties as those which we have for ten years prosecuted. In Parliament and out; from the opposition as from the ministerial sides of the House; in the press, we might also literally add in the streets, our claims have, without a dissentient voice, (until Mr. Ward, the liquidation Commissioner appointed by your Lordship, interposed his solitary objection in a weekly newspaper) received the sanction of public opinion. Your Lordship and Lord Palmerston, Sir Robert Peel and Lord Melbourne, Marquis of Londonderry, Earl of Minto, Lord Holland, Lord Strangford, Lord Lyndhurst, Lord Brougham, Dr. Lushington, Alderman Thompson, Mr. Hawes, Mr. Grote, Mr. Hume, Mr. Divett, and Sir Edward Codrington, have all denounced the treatment we received from the French, and demanded ample compensation for us, in either House of Parliament. Unlike other claims, not a word of opposition has ever in this country been raised against the Portendic claims. We forbear from extending this communication by quoting in succession passages from the emphatic and unhesitating opinions so expressed. But there are two so authoritative, that in justice to ourselves we must place them under your Lordship's notice. On the 21st February, 1840, Sir Robert Peel thus referred to the losses we had sustained six years previously. "The demands of this country on France for compensation for the grievances and wrongs sustained by our merchants on the coast of Africa, were they adjusted? (cheers from the opposition). Had those grievances, brought forward as they were by one of the keenest supporters of the present Government —the honourable and learned Member for the Tower Hamlets (Dr. Lushington,) —had those grievances been redressed? If the influence of the Noble Lord (Palmerston) with Foreign Powers were so great as he had that night boasted, and he (Sir R. Peel) was now speaking only of those Powers which were parties to the Quadruple Alliance—if the policy of the Noble Lord had been so successful as he had vaunted it to be, and if the Noble Lord admitted, as he had done, that the claims of our merchants on the French Government were just, how came it to pass that up to that hour he had not obtained any, the slightest reparation for them?"

Seven days later than this, on the 29th February, 1840, your Lordship was equally emphatic in the House of Lords. "In the present case," your Lordship remarked, "a most flagrant outrage had been committed on British subjects, which outrage for six years had formed the subject of remonstrance to the French Government, and the only result was the appointment of a Commission.

That might be a very proper course in a case of difficulty or doubt, but here there was not the shadow of an excuse for doubt. If this was all the fruit of the French Alliance, it bore most bitter fruit for the prosperity and commerce of this country." We should be doing your Lordship and Sir Robert Peel injustice were we not to add that office and a thorough acquaintance with the details of our case has not altered those opinions. On the contrary, the more your Lordship and the Right Honourable Baronet studied the subject, the more convinced your Lordship appeared to become of the justice of our claims.

In office Sir Robert Peel reiterated the opinion he had expressed while in opposition, for when questioned in the House of Commons, on the 27th July, 1842, as to the then state of the negotiations, the Right Honourable Baronet is is reported to have replied in these words :—" Whatever feelings I may entertain as to the subject of these claims, and they are very strong, I think the wiser and more dignified course to pursue is to abstain from all harsh and contumelious expressions (cheers). It is impossible to estimate the effect on the feelings of other parties of such expressions made use of in their absence without an opportunity of reply, and subject moreover to misconstruction. If I use forbearing and temperate language, I trust it will not be considered inconsistent with the deep feelings which I entertain as to the justice of the claims of those persons whose interests are involved in this subject."

" At an early period of this Session I made a declaration in this House which would justify strong expectations that these claims would be speedily and satisfactorily arranged. I said, that they had been already put in train of settlement. My Noble Friend, the Secretary for Foreign Affairs, made a declaration, which would justify similar expectations. I regret, however, that I am not enabled to confirm those expectations, but I can assure the Honourable gentleman, that I gave cause for no expectations, which I was not justified in giving, in consequence of the assurances which were given to me from the French Government. The Honourable gentleman, who is interested on behalf of these claims, more, I am sure, from a sense of their justice, than from any personal interest he has in the matter, is, I suppose, aware of what has taken place on the subject. The opinion of the British Government has been conveyed through the ordinary channels to the French Government, and I should be sorry, in the present state of affairs, to give expression to any opinions or feelings which would throw any impediment in the way of an amicable settlement of these claims, (hear, hear). I must say, when I look to the origin of these claims, to the nature of them, and to the long delay interposed in the way of their adjustment, I cannot but feel confident that a great country like France, animated by a strong sense of justice, and feeling jealous of its national honour, will feel it incumbent on it to come to a just settlement of these claims. I feel that it is better not to say more on the subject. I think the Honourable gentleman has exercised a wise discretion in putting a question rather than in making a motion. I trust that he will not construe the forbearance and moderation with which I have spoken into indifference to the redress of these claims (hear, hear)." And in your Lordship's letter to us of the 30th May last, your Lordship was pleased to observe, " That no change had taken place in your Lordship's opinion as to the merits of our case." To what purpose do we refer to these passages, and to the other parliamentary authorities in our favour? To shew your Lordship that it needs but Her Majesty's Government to ask the Legislature to procure us that indemnity which is thus universally admitted to be our due.

" A century ago," it is remarked in the Report of the Committee of the French Chamber, with a deep significance of their opinion of the real importance of our claims, " differences, less than those which have arisen respecting Portendic might, during many years, have dyed the seas red with blood." Times will indeed have changed, if differences so grave as those under discussion are now to be settled at the expense, not of the blood and treasure of nations, but of the pockets of injured citizens, whose injury and losses their nation admits. Most wise, most prudent, and most humane, doubtless was it to prevent the crimes and miseries of a war by a sacrifice of the amount, or of ten times the amount, of our claims ; but such a purchase should, we contend, be made at the expense of the nation, and not at the expense of individuals.

In conclusion, my Lord, let us remark, that in the place of the protection which we were promised, we found aggression, and injury, and loss ; that we

were encouraged by our Government into the loss of our property; that, though assured of ample compensation, after ten years' delay we are to receive an "indemnity" so trifling as not to cover the expenses to which the reiterated assurances of our Government induced us to go in prosecuting our claims, that prosecution having, therefore, caused to us considerable positive loss; that wy are held to be parties to a reference to which we never directly or indirectle agreed; that we are required to abide by the issue of an arbitration from which was, in spite of our warning, excluded the decision of the point on which hinged our losses; that we were driven from a trade guaranteed to our country by a solemn Treaty, and that when we have asked our Government to compensate us for injuries thereby suffered, we are accused of having made unfounded and unjustifiable claims. We look upon all this as an abandonment of the most obvious correlatives of allegiance and taxation; and we regard ourselves, and our propeaty, as having been sacrified, to what your Lordship now supposes to be the interests of the French alliance.

After ten years' painful experience in prosecuting our claims for redress upon the Foreign Office, we cannot hope hereafter to be more fortunate than we have been in times past. With this letter, therefore, we close our correspondence with that department, leaving it to your Lordship to reconcile to your past opinions the enormous losses you attempt to make us suffer, and for which you have had the injustice to announce, that we shall have no redress. After such an announcement it would, indeed, be hopeless, and desperate, to implore as a favour, what we are entitled to as a right.

We have, &c.,

(Signed) GEO. CLAVERING REDMAN.
FORSTER & SMITH.

No. 2.

Mr. Harrison to the Earl of Aberdeen.

My Lord, *London, June* 13, 1845.

I BEG leave to address your Lordship, to express my entire concurrence with Mr. Redman and Messrs. Forster and Smith, in respect to the facts stated, and the arguments used in their letter of this date, in refutation of those advanced in Mr. Addington's letter of 22nd April, as the grounds for refusing to us the compensation, which, we maintain, we have a right to demand from our Government, for injuries inflicted upon us by a foreign State; and, I am sorry to add, that I likewise participate in the feelings my fellow sufferers express in regard to the unfriendly spirit which is apparent in some parts of Mr. Addington's letter, so irreconcilable with the kind interest your Lordship formerly took in our claims, and your Lordship's recorded opinions thereon; but although my views are in accordance with theirs upon every point essential to the merits of the case, a difference of opinion, not at all unnatural, in a matter of this description, has prevented our joining in one letter.

I have, &c.,

(Signed) ROBERT HARRISON.

No. 3.

Mr. Addington to Messrs. Redman, and Forster and Smith.

Gentlemen, *Foreign Office, June* 23, 1845.

I AM directed by the Earl of Aberdeen to acknowledge the receipt of your letter of the 11th instant, in reply to my letter of the 22d of April last.

I am to express to you his Lordship's regret, that, after all the efforts which Her Majesty's Government have made to bring your claims to a favourable issue, by the fairest and most impartial of all modes of settlement, namely, by the arbitration of a foreign Sovereign, universally respected for his justice and rectitude of

principle, you should not only have accused them of deliberate inattention to your interests, but should have adopted a tone of remonstrance which Lord Aberdeen cannot but regard as unsuitable and uncalled for. He does not consider it desirable, or conducive to any useful end, that this correspondence should be continued; and his Lordship therefore abstains from remarking on many parts of your letter, which otherwise he might have been induced to notice. He thinks it proper, however, to set you right on one most essential point, and on which the whole question at issue mainly depends, namely, your assertion of the restrictive nature of the reference which was made to the King of Prussia.

You are already aware that Her Majesty's Government have never entertained a doubt that every point connected with your claims, including the legality of the blockade of 1835, had been considered by the Royal Arbiter; but in order to be enabled to satisfy you fully that this was the case, and to set the question finally at rest, Lord Aberdeen, on the 6th ultimo, directed Her Majesty's Minister at Berlin to refer it to the Prussian Cabinet.

Accordingly, in reply to the inquiries which Lord Westmorland was instructed to address to Baron Bülow, his Lordship received the assurance,—First, that the King of Prussia did consider as being referred to his arbitration, the whole of the claims advanced by British subjects, such as they are particularized in the papers and documents presented to the King, on the part of the English Government, and that His Majesty, in accepting that arbitration, and in giving his award, intended to pronounce upon all those claims without any exception.—Secondly, that His Majesty held himself to be not only empowered, but even obliged, according to the terms of the said Declaration, to examine the question of the legality of the blockade of 1835, and that it is on the result of that examination that his award is essentially founded, as appears clearly, although in an indirect manner, by the tenor of that document.

Having thus shown that this point has been placed beyond all doubt by the decision of the most competent authority, Lord Aberdeen willingly concurs with you in closing the correspondence between the Foreign Office and the claimants on this subject; at the same time that his Lordship directs me to express his regret that the efforts of Her Majesty's Government should have been so little appreciated by those on whose behalf they were made.

I am, &c.,

(Signed) H. U. ADDINGTON.

No. 4.

Mr. Addington to Mr. Harrison.

Sir, *Foreign Office, June* 23, 1845.

I AM directed by the Earl of Aberdeen, to acknowledge the receipt of your letter of the 13th inst., in which you refer to a letter on the subject of the Portendic claims which Mr. Redman and Messrs. Forster and Smith have addressed to his Lordship, in reply to my letter of the 22nd of April last.

I am at the same time to inform you, that, by the Earl of Aberdeen's directions, I have this day returned an answer to the letter from Mr. Redman and Messrs. Forster and Smith, which answer, his Lordship presumes will be submitted for your perusal by those gentlemen, should you desire to see it.

I am, &c.,

(Signed) H. U. ADDINGTON.

Correspondence with Her Majesty's Minister at Berlin, referred to in Mr. Addington's letter to Messrs. Redman, and Foster and Smith, dated 23rd June, 1845.

No. 5.

The Earl of Aberdeen to the Earl of Westmorland.

My Lord, *Foreign Office, May* 6, 1845.

IN the matter of the Portendic claims which were referred to the arbitration of His Majesty the King of Prussia, His Majesty was pleased to determine the differences existing on that subject between Great Britain and France, by making an Award which has more recently been applied specifically to those claims by the Mixed Commission of Liquidation at Berlin. On a former occasion your Lordship was instructed to convey to the King of Prussia the acknowledgements of Her Majesty the Queen for an arbitral decision which was understood as having disposed of the whole of the claims presented, and as having set at rest all doubts and disputes arising out of the same.

A point has, however, been lately mooted by the British claimants, to which it appears to me necessary to direct particular attention of the Prussian Government, and to request the favour of such an explanation as may enable me to know from the best authority how the fact really stands. The claimants have lately presented a memorial to the Lords of Her Majesty's Treasury, praying for a further indemnity in addition to the indemnity allotted to them under the King of Prussia's Award, and in this memorial they have averred, that "a sum merely nominal was awarded to be paid by France to England as, *the reference being restrictive*, the adjudication proved to be limited to the mere question of formality in notifying the blockade, and did not comprehend the maritime or treaty right of either nation." The same allegation, in other words, has been repeated by public journalists, writing in the interest of the claimants, and an accusation is thus raised against Her Majesty's advisers, as if they had, by the terms of the reference, excluded from the consideration of the Royal Arbitrator the question of the legality or illegality of the blockade of the Bay of Portendic by the French, in the year 1835; upon which question the admissibility of a portion of the claims undoubtedly turned.

I am well aware that by the terms of the Royal Award, the mere fact of the blockade did not constitute a ground for compensation, the rule of indemnity for the cases after the blockade, having been made to depend upon the non-notification. But Her Majesty's Government undoubtedly did consider that the whole of the claims, and every point and circumstance connected therewith, were submitted to the consideration of the Royal Arbitrator, and consequently that it lay within the breast of His Majesty either to admit, or reject, either in the whole or in part, any claims whatever, whether founded upon the fact of the blockade itself, or upon any other ground. The question of the validity of the blockade itself, was a circumstance which it appeared impossible for His Majesty to overlook or exclude from his attention in pronouncing his judgment as arbitrator between the two contending Powers. The terms of the common declaration of Great Britain and France, dated the 14th of November, 1842, were sufficiently full and explicit, and the reservations by each party of their respective maritime rights, as previously claimed, were understood as meaning that the Award should not be regarded as a precedent either for restricting for the future the belligerent rights of blockade insisted upon by France, or as disposing of any question of international law between the two countries, otherwise than as the same was necessarily mixed up with the settlement of the pecuniary demands of British subjects upon France, which were to be settled fully and finally by the award of His Prussian Majesty.

With such impressions Her Majesty's Government received with much astonishment, a claim upon the British Treasury for indemnity, on the ground

that the King of Prussia had been restricted from considering the legality or illegality of the blockade of 1835; and I feel confident that the Prussian Government will readily lend its aid in the solution of the doubt which the claimants have thus suggested. I have therefore to instruct your Lordship to state to the Prussian Minister for Foreign Affairs the circumstances which I have mentioned, and to prefer to his Excellency the request and hope of Her Majesty's Government, that you may be furnished with an authoritative answer to the following questions, viz.:—

1. Whether or not the whole of the claims of British subjects, as particularized in the British case, were considered to be referred to the Royal Arbitrator; and if so, whether or not the whole of the said claims were disposed of by the Royal Award?

2. Whether or not the Royal Arbitrator held himself to be empowered by the reference to consider the question of the validity of the blockade of 1835, in so far as it affected a portion of the claims submitted to arbitration; and if so, whether the Award did or did not, virtually decide that the blockade was legal, but the non-notification irregular?

You will express to the Prussian Minister for Foreign Affairs my regret at being compelled to make an inquiry of this kind, in a matter which I had hoped and believed would before this time have been finally ended, as I am persuaded it was the intention of the King of Prussia that it should have been. I desire not to be understood as asking for the particular grounds, or motives, of His Majesty's Award; such an inquiry we willingly admit that we should have no right to make, nor could it be proper or advantageous to any party interested; but, fully confiding in the perfect justice and purity of principle which dictated the Award, and in the soundness of the legal principles on which it is based, I feel it nevertheless to be right, after the bold assertion which the claimants have hazarded, to ascertain from the most authoritative source, whether the Royal Arbitrator really viewed the declaration of reference as limiting his powers in the restrictive sense which the claimants have alleged to belong to it?

Your Lordship will endeavour to obtain an answer to the queries thus submitted, at the earliest convenience of the Prussian Foreign Department.

I am, &c.,
(Signed) ABERDEEN.

No. 6.

The Earl of Westmorland to the Earl of Aberdeen.—(*Received May* 21.)

My Lord, *Berlin, May* 16, 1845.

IN pursuance of the directions contained in your Lordship's despatch, dated the 6th instant, I waited upon Baron Bülow for the purpose of receiving from that Minister an explanation as to the points referred to in that despatch, and of obtaining from him a reply to the two questions contained in it.

I felt that the most satisfactory manner of bringing this subject before the Prussian Minister, was to read to him your Lordship's despatch, which I afterwards left, at his desire in his hands, that he might have the opportunity of considering it, and of bringing it under the notice of those Ministers who, together with himself, had been employed by His Majesty the King of Prussia, in the discussion and drawing up of the Act of Arbitration which he had decided upon.

I have now the honour of inclosing the answer to this communication which I have received from Baron Bülow.

I have, &c.,
(Signed) WESTMORLAND.

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Inclosure in No. 6.

Baron Bülow to the Earl of Westmorland.

Monsieur le Comte, *Berlin, le 16 Mai*, 1845.

LA dépêche de Lord Aberdeen du 6 de ce mois, que vous avez bien voulu me communiquer, et que j'ai l'honneur de vous restituer sous ce pli, signale les doutes élevés récemment en Angleterre au sujet de la décision arbitrale rendue par le Roi mon Auguste Maître, dans l'affaire de Portendic, et exprime en même temps, le désir du Gouvernement Britannique d'écarter ces doutes, avec le concours du Cabinet du Roi.

Si, pour arriver à ce but, il pouvait être nécessaire d'expliquer ou d'interprêter authentiquement le sens de la dite décision arbitrale, une interprétation de cette nature ne pourrait guère avoir lieu que moyennant un acte formel, dont l'émanation, après avoir été dûment préparée dans la voie qui semblerait la plus propre, aurait finalement besoin de la sanction expresse de l'auguste Arbitre lui-même. Mais il ne s'agit point ici d'une telle interprétation; les éclaircissemens qu'il importe au Cabinet de Sa Majesté Britannique d'obtenir ne se rapportent qu'à la manière dont le Roi et son Gouvernement ont compris la Déclaration signée à Paris le 14 Novembre, 1842, et par laquelle l'Angleterre et la France ont soumis leur différend à l'arbitrage de Sa Majesté.

Or, le Cabinet du Roi se trouvant parfaitement à même de fournir ces éclaircissemens d'une manière authentique, ne saurait hésiter à se conformer au vœu témoigné par la dépêche susmentionnée de Lord Aberdeen. Il s'empresse en conséquence de donner la réponse suivante aux deux questions que sa Seigneurie a posées dans cette pièce:

1°. L'Auguste Arbitre a, en effet, considéré comme étant déférée à son arbitrage la totalité des réclamations formées par des sujets Britanniques, telles qu'elles se trouvent spécifiées dans les papiers et documens présentés au Roi de la part du Gouvernement Anglais, et, par conséquent, Sa Majesté, en acceptant cet arbitrage et en rendant sa décision, a entendu prononcer sur toutes ces réclamations sans exception aucune.

2°. De même l'Auguste Arbitre s'est cru non seulement autorisé, mais encore obligé, aux termes de la dite déclaration, à examiner la question de la légalité du blocus de 1835, et c'est sur le résultat de cet examen que sa sentence arbitrale est essentiellement fondée, ainsi que cela appert clairement, quoique d'une manière indirecte, par la teneur de ce document.

En vous priant, Monsieur le Comte, de vouloir bien porter cette réponse à la connaissance de votre Cour, je saisis avec plaisir, &c.

(Signé) BÜLOW.

(Translation.)

Monsieur le Comte, *Berlin, May* 16, 1845.

LORD ABERDEEN'S despatch of the 6th of this month, which you have communicated to me, and which I have the honour to return to you inclosed herewith, points out the doubts lately raised in England on the subject of the Award given by the King my royal master, in the affair of Portendic, and expresses at the same time the wish of the British Government to remove those doubts, with the concurrence of the Government of the King.

If, in order to attain that end, it were necessary to explain or to interpret authentically the meaning of the said Award, an interpretation of that nature could scarcely take place but by means of a formal act, the emission of which, after having been duly prepared in the way which might seem most suitable, would finally require the express sanction of the Royal Arbiter himself. But there is no question here of such interpretation; the elucidations which it is important to Her Britannic Majesty's Government to obtain, relate only to the manner in which the King and his Government have understood the Declaration signed at Paris on the 14th of November, 1842, and by which England and France submitted their difference to the arbitration of His Majesty.

Now the Cabinet of the King being perfectly able to supply these elucidations in an authentic manner, cannot hesitate to comply with the wish manifested in the above-mentioned despatch from Lord Aberdeen. It hastens therefore to return the following answer to the two questions which his Lordship has submitted in that paper:—

1st. The Royal Arbitrator did, in fact, consider as being referred to his arbitration the whole of the claims advanced by British subjects, such as they are particularized in the papers and documents presented to the King on the part of the English Government, and consequently His Majesty, in accepting that arbitration, and in giving his Award, intended to pronounce upon all those claims without any exception.

2nd. In like manner the Royal Arbitrator held himself to be not only empowered, but even obliged, according to the terms of the said declaration, to examine the question of the legality of the blockade of 1835, and it is on the result of that examination, that his Award is essentially founded, as appears clearly, although in an indirect manner, by the tenor of that document.

Begging you, Monsieur le Comte, to communicate this answer to your Court, I seize, &c.,

(Signed) BULOW.